

*Village of Wellington*

# **REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL**

**Darell Bowen, Mayor  
Dr. Carmine A. Priore, Vice Mayor  
Lizbeth Benacquisto, Councilwoman  
Matt Willhite, Councilman  
Howard K. Coates, Jr., Councilman**

**Wellington Community Center  
12165 West Forest Hill Boulevard  
Wellington, Florida**

**TUESDAY, JUNE 9, 2009  
7:00 PM  
FINAL AGENDA**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**

Rabbi Stephen Pinsky, Temple Beth Torah

**4. APPROVAL OF AGENDA**

**5. CONSENT AGENDA**

**A. AWARD OF BID NO. 014-09/JWV FOR THE SUPPLY AND DELIVERY OF  
FERTILIZERS, HERBICIDES, PESTICIDES, AND SPECIALTY CHEMICALS**

Approve award of Bid No. 014-09/JWV to the Primary and Secondary vendors for the provision of fertilizers, herbicides, pesticides, and specialty chemicals. To purchase these items, \$126,200 has been budgeted in Park Facilities and another \$42,000 budgeted in Landscape Maintenance. Expenditures for the remainder of the fiscal year will remain within budget.

**B. AWARD BID NO. 018-09/JWV TO J.W. CHEATHAM FOR CONSTRUCTION OF VILLAGE PARK ENTRANCE ROAD OFF OF 120TH AVENUE SOUTH**

Council award Bid No. 018-09/JWV to J.W. Cheatham for Construction of Village Park Entrance Road Off of 120th Avenue South in the amount of \$504,787.65. At present, \$719,884.56 remains of the \$800,000 budgeted for Village Park Second Entrance project.

**C. AWARD BID NO. 019-09/JWV FOR CONSTRUCTION OF VOLLEYBALL COURTS AT VILLAGE PARK**

Council award of Bid #019-09/JWV to Welch Tennis Courts, Inc. in the amount of \$57,571.00 for the construction of four (4) professional size volleyball courts at Village Park. This is part of the restructuring of space for the Village Park Second Entrance Road off of 120th Avenue South. Funds are allocated in the CIP Budget in the amount of \$800,000.00.

**D. RESOLUTION R2009-43 (FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT - TROPICAL STORM FAY)**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING TROPICAL STORM FAY FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT BETWEEN STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE VILLAGE OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.**

Acceptance of State of Florida Division of Emergency Management Federally Funded Public Assistance Agreement for Tropical Storm Fay FEMA-1785-DR (TS Fay).

**E. FOREST HILL BOULEVARD PROJECT CONSULTANT SERVICES AUTHORIZATION**

Council approval of consultant services authorization for Miller Legg and Mock Roos and Associates for consultant services required for the Forest Hill Boulevard project.

**6. PRESENTATIONS AND PROCLAMATIONS**

**A. STUDENT ART PRESENTATION**

The Wellington Art Society has requested recognition of student artists participating in the Student Art Program.

**B. EMPLOYEE RECOGNITION PROGRAM FOR THE MONTH OF MAY 2009**

To recognize an employee selected by Village staff for the month of May 2009 as part of the "Employee of the Month" Recognition Program.

**C. INTRODUCTION OF THE VILLAGE'S COMMUNITY ADVOCATES**

To introduce the Village's Community Advocates.

**7. PUBLIC HEARINGS**

**A. ORDINANCE 2009-01 (NOISE STANDARDS)**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO NOISE STANDARDS; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA BY AMENDING CHAPTER 36, "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III, "NOISE STANDARDS"; SEC. 36-32, "EXEMPTIONS" TO INCLUDE USE OF EQUIPMENT ASSOCIATED WITH NORMAL MAINTENANCE OF A GOLF COURSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

This item is being presented at the request of the current golf course operators. The request is to provide a specific exemption from noise standards relating to use of landscaping equipment at golf courses prior to 7:00 a.m. Current code prohibits use of such equipment prior to 7:00 a.m., Monday through Saturday, and prior to 9:00 a.m. on Sunday.

**8. REGULAR AGENDA**

**A. ORDINANCE 2009-11 CODE OF ETHICS AMENDMENT**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA RELATING TO ETHICS AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "OFFICERS AND EMPLOYEES", DIVISION 2, "CODE OF ETHICS" OF THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, PROVIDING A SAVINGS CLAUSE, PROVIDING A CONFLICTS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

Approval of Ordinance 2009-11 to make Village limits on value of gifts that can be accepted consistent with state law.

**B. RESOLUTION R2009-35 (CODE OF ETHICS POLICY AND EMPLOYEE ETHICS COMMITTEE)**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, REVISING THE VILLAGE'S EMPLOYEE MANUAL BY REPEALING THE CODE OF ETHICS SUBSECTION AND ADOPTING A NEW CODE OF ETHICS SUBSECTION, CREATING AN EMPLOYEE ETHICS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.**

To implement an updated Ethics Policy and institute an Employee Ethics Committee.

**9. ATTORNEY'S REPORT**

**10. MANAGER'S REPORT & UPDATES**

**11. COUNCIL REPORTS**

**12. CLOSING COMMENTS**

**13. PUBLIC FORUM**

**14. ADJOURNMENT**

**NOTICE**

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans With Disabilities Act: any person requiring special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Village Manager's Office (561) 791-4000 at least five calendar days prior to the Hearing.



5. A

## WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

**AGENDA ITEM NAME:** Award of Bid No. 014-09/JWV for the Supply and Delivery of Fertilizers, Herbicides, Pesticides, and Specialty Chemicals

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Approve award of Bid No. 014-09/JWV to the Primary and Secondary vendors for the provision of fertilizers, herbicides, pesticides, and specialty chemicals. To purchase these items, \$126,200 has been budgeted in Park Facilities and another \$42,000 budgeted in Landscape Maintenance. Expenditures for the remainder of the fiscal year will remain within budget.

**EXPLANATION:** The application of fertilizers, herbicides, pesticides, and specialty chemicals is required throughout the year in order to maintain the health and aesthetics of athletic fields, playgrounds, and other landscaped Village property. Bid #014-09/JWV was let on April 5, 2009 for the purchase of those items. Notice of the bid was posted in the Palm Beach Post and with DemandStar, the Village's bid notification service. In addition, sixteen vendors in the Purchasing Department's vendor database were notified about the bid. Responses were received for nineteen (19) bid items from Tampa Turf, Helena Chemical, Lesco Inc., Univar USA, Crop Production Services, and Pennington Seed.

Purchasing and user departments worked in conjunction to evaluate proposals. Among the evaluation criteria were price and compliance with specification standards. It was decided that it would be in the best interests of the Village to award to Primary and Secondary vendors. For any particular item, a purchase would be made first from a Primary vendor for a product which was adequate for its intended use and provided the lowest bid price. Purchases would be made from Secondary vendors only if products were not available from Primary vendors. Following are the award recommendations.

ITEM	PRIMARY	SECONDARY
<b>Fertilizer</b>		
15-0-15	Lesco	Crop Production
16-0-8	Lesco	Crop Production
16-2-16 <sup>(A)</sup>	Lesco	Crop Production
Dimension Plus Fertilizer <sup>(A)</sup>	Lesco	Crop Production
<b>Herbicides</b>		
Round Up Pro	Crop Production	Helena Chemical

MSMA 6.6	Crop Production	Helena Chemical
Image 70 DG	Crop Production	Lesco
Primo PGR	Lesco	Crop Production
Drive 75 DF <sup>(A)</sup>	Lesco	Crop Production
Iloxan	Helena Chemical	Crop Production
Revolver	Helena Chemical	Univar
Zero Tol	Lesco	Crop Production
TriMec Southern	Helena Chemical	Univar
Prokoz MSMA	No Award	No Award
<b>Pesticides</b>		
Acephate 75	Tampa Turf	Lesco
Merit 75WP	Lesco	Tampa Turf
Talstar	Lesco	Univar
Top Choice	Lesco	Univar
<b>Adjuvants</b>		
Pen-A-Trate	Helena Chemical	Lesco
Knockdown	Univar	Lesco
<b>Specialty</b>		
Surface MVP <sup>(B)</sup>	Pennington Seed	Crop Production
Surface Quickdry <sup>(B)</sup>	Pennington Seed	Crop Production

(A) Primary award made to second lowest bidder. Secondary awardee (lowest bidder) did not provide an equivalent to the product specified.

(B) Award was to Pennington, although not the lowest bidder, because only Pennington provided the product specified.

For the purchase of herbicides, pesticides, and specialty chemicals, the term of the contract will be for one year with the option to renew for two (2) additional one (1) year terms. Due to the volatility in fertilizer prices, the term of the contract will be for six (6) months with the option to renew for five (5) additional six month periods.

Regardless of bid award, the Village retains the option to purchase bid items in the open market should it be advantageous.

#### **FISCAL IMPACT:**

##### **PARK MAINTENANCE BUDGET:**

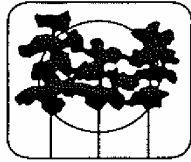
Pesticides	120-5030-572.52-10	\$ 48,000
Chemicals	120-5030-572.52-23	\$ 15,000
Fertilizer	120-5030-572.52-24	\$ 63,200
<b>TOTAL</b>		<b>\$126,200</b>

##### **PUBLIC WORKS LANDSCAPE MAINTENANCE**

Chemicals & Fertilizers	001-2050-539.52-01	\$ 25,000
Pesticides	001-2050-539.52-10	\$ 7,000
Fertilizer	001-2050-539.52-24	\$ 10,000
<b>TOTAL</b>		<b>\$ 42,000</b>

<b>GRAND TOTAL BUDGET</b>	<b>\$168,200</b>
<b>PROJECTED EXPENDITURES FOR FY '09</b>	<b>\$160,000</b>

**RECOMMENDATION:** Award Bid #014-09/JWV to the vendors designated as Primary or Secondary for their related products, as presented.



## Village of Wellington

### INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for the **Purchase and Delivery of Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals** for the Parks and Recreation Department.

#### **BID SUBMISSION**

All Bids must be received in sealed envelopes with one (1) original (clearly marked) and five (5) copies in the Purchasing Department, Village of Wellington, 14000 Greenbriar Boulevard, Wellington, Florida 33414 **no later than 2:00 p.m. (local time) on April 30, 2009** at which time all Bids will be publicly opened and read. Receipt of a response by any Village office, receptionist or personnel other than the Purchasing Department does not constitute "receipt" as required by this solicitation. Please clearly mark the BID:

#### **BID #014-09/JWV – "PURCHASE AND DELIVERY OF FERTILIZERS, HERBICIDES, PESTICIDES AND MISCELLANEOUS SPECIALTY CHEMICALS"**

Copies Of this Bid Document may be obtained on DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or by calling the Village of Wellington, Purchasing Department at (561) 791-4101.

#### **FOR INFORMATION**

For information on this Bid contact James Volkman, Purchasing Department, at (561) 791-4101.

#### **ACCEPTANCE AND REJECTIONS**

The Village reserves the right to accept or reject any or all Bid(s) (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the Village.

Publish:  
Palm Beach Post: April 5, 2009  
Account#9-657448

## BID TABULATION: BID 014-09/JWV FOR FERTILIZERS, HERBICIDES, PESTICIDES, AND SPECIALTY CHEMICALS

BIDDERS												
Item #	Tampa Turf		Helena Chemical		Lesco Inc.		Univar USA		Crop Production		Pennington Seed	
	Unit Price (50 lb. Bag)	Total Price	Unit Price (50 lb. Bag)	Total Price	Unit Price (50 lb. Bag)	Total Price	Unit Price (50 lb. Bag)	Total Price	Unit Price (50 lb. Bag)	Total Price	Unit Price (50 lb. Bag)	Total Price
Item 1A. 15-0-15 Fertilizer		No Bid		No Bid	\$ 14.23	\$ 13,518.50		No Bid	\$ 14.95	\$ 14,202.50		No Bid
Item 1B. 16-0-8 Fertilizer		No Bid		No Bid	\$ 11.16	\$ 10,602.00		No Bid	\$ 11.90	\$ 11,305.00		No Bid
Item 1C. 16-2-16 Fertilizer		No Bid		No Bid	\$ 18.21	\$ 17,299.50		No Bid	\$ 17.20	\$ 16,340.00		No Bid
Item 1D. Dimension		No Bid		No Bid	\$ 30.84	\$ 29,298.00		No Bid	\$ 28.30	\$ 26,885.00		No Bid

## HERBICIDES - ITEM NO. 2 THROUGH 11

BIDDERS												
Item #	Tampa Turf		Helena Chemical		Lesco Inc.		Univar USA		Crop Production		Pennington Seed	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2. Round Up Pro or acceptable equal (30 gal.)		No Bid	\$ 960.00	\$ 1,920.00	\$ 1,034.62	\$ 2,069.24	\$ 998.12	\$ 1,996.24	\$ 840.00	\$ 1,680.00		No Bid
3. MSMA 6.6 or acceptable equal (2.5 gal.)	\$ 77.50	\$ 1,550.00	\$ 47.50	\$ 950.00	\$ 57.41	\$ 1,148.20	\$ 59.95	\$ 1,199.00	\$ 42.85	\$ 857.00		No Bid
4. Image 70 DG or acceptable equal (11.43 oz.)		No Bid	\$ 115.00	\$ 11,500.00	\$ 97.27	\$ 9,727.00		No Bid	\$ 83.36	\$ 8,336.00		No Bid
5. Primo PGR or acceptable equal (1 gal.)	\$ 299.00	\$ 2,990.00	\$ 405.30	\$ 4,053.00	\$ 239.20	\$ 2,392.00	\$ 289.35	\$ 2,893.50	\$ 270.25	\$ 2,702.50		No Bid
6. Drive 75 DF or acceptable equal (1 lb.)	\$ 70.00	\$ 3,500.00	\$ 76.00	\$ 3,800.00	\$ 54.35	\$ 2,717.50	\$ 79.55	\$ 3,977.50	\$ 46.70	\$ 2,335.00		No Bid
7. Iloxan or acceptable equal (1 gal.)	\$ 205.00	\$ 10,250.00	\$ 161.90	\$ 8,095.00	\$ 196.94	\$ 9,847.00		No Bid	\$ 187.67	\$ 8,383.50		No Bid

8. Revolver or acceptable equal (1 qt.)	\$ 215.00	\$ 21,500.00	\$ 188.46	\$ 18,846.00	\$ 220.21	\$ 22,021.00	195.00	\$ 19,500.00	198.30	\$ 19,830.00	No Bid
9. ZeroToI Algaecide/Fungicide (2.5 gal.)	\$ 112.50	\$ 1,125.00	\$ 249.12	\$ 2,491.20	\$ 95.59	\$ 955.90		No Bid	\$ 111.68	\$ 1,116.80	No Bid
10. TriMec Southern (2.5 gal.)	No Bid	No Bid	\$ 121.00	\$ 6,050.00		No Bid	\$ 129.58	\$ 6,479.00	130.85	\$ 6,542.50	No Bid
11. Prokoz MSMA (2.5 gal.)	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

## PESTICIDES – ITEM NO. 12 THROUGH 15

BIDDERS											
	Tampa Turf		Helena Chemical		Lesco Inc.		Univar USA		Crop Production		Pennington Seed
Item #	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Total Price
12. Acephate 75 (Orthene) (1 lb.)	\$ 7.58	\$ 758.00	\$ 11.99	\$ 1,199.00	\$ 7.89	\$ 789.00	\$ 10.40	\$ 1,040.00	\$ 8.90	\$ 890.00	No Bid
13. Merit 75WP (20 oz.)	\$ 220.00	\$ 5,280.00	No Bid	No Bid	\$ 143.80	\$ 3,451.20	\$ 339.80	\$ 8,155.20	\$ 329.00	\$ 7,896.00	No Bid
14. Talstar (3/4 gal.)	No Bid	No Bid	No Bid	No Bid	\$ 26.18	\$ 2,618.00	\$ 30.00	\$ 3,000.00	\$ 35.60	\$ 3,560.00	No Bid
15. Top Choice (50 lb.)	No Bid	No Bid	\$ 162.00	\$ 72,900.00	\$ 141.46	\$ 63,657.00	\$ 153.50	\$ 69,075.00	\$ 159.00	\$ 71,550.00	No Bid

## ADJUVANTS – ITEM NO. 16 THROUGH 17

BIDDERS											
	Tampa Turf		Helena Chemical		Lesco Inc.		Univar USA		Crop Production		Pennington Seed
Item #	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Total Price
16. Pen-A-Trate (sticker) (2.5 gal.)	\$ 48.00	\$ 288.00	\$ 31.05	\$ 186.30	\$ 42.68	\$ 256.08	No Bid	No Bid	\$ 45.00	\$ 270.00	No Bid
17. Knockdown (defoamer) (1 qt.)	\$ 10.00	\$ 120.00	\$ 14.08	\$ 168.96	\$ 6.76	\$ 81.12	\$ 5.50	\$ 66.00	\$ 14.20	\$ 170.40	No Bid

SPECIALTY – ITEM NO. 18 THROUGH 19

BIDDERS																		
Item #	Tampa Turf			Helena Chemical			Lesco Inc.			Univar USA			Crop Production			Pennington Seed		
	Unit Cost	Total Price		Unit Cost	Total Price		Unit Cost	Total Price		Unit Cost	Total Price		Unit Cost	Total Price		Unit Cost	Total Price	
18. Turface MVP Red (50 lb.)	\$ 8.65	\$ 7,765.00			No Bid		\$ 5.99	\$ 5,391.00			No Bid		\$ 5.89	\$ 5,301.00		\$ 8.50	\$ 7,650.00	
19. Turface Quickdry (50 lb.)	\$ 8.35	\$ 4,175.00			No Bid		\$ 5.60	\$ 2,800.00			No Bid		\$ 6.19	\$ 3,095.00		\$ 8.50	\$ 4,250.00	

BID SUBMITTAL

To:  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

Lesco, Inc  
(Vendor)

agrees to supply and deliver, in accordance with the requirements and specifications of the Bid Documents, Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the items called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 29<sup>th</sup> day of April, 2009  
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): 34-0904517  
 CORPORATION

By: Margaret Dziurzak (Signature) / Margaret Dziurzak (Print name)

Address: LESCO, INC.  
1301 EAST 9TH STREET  
SUITE 1300  
CLEVELAND, OHIO 44114-1849

Telephone: (800) 321-5325 Ext 6550 Fax: (248) 581-1433

E-Mail Address: Bids@JohnDeereLandscapes.com

Taxpayer Identification Number: 34-0904517

State Under Which Corporation Was Chartered: OHIO

Corporate President: David P Werning  
 (Print Name)

Corporate Secretary: Mary K.W. Jones  
 (Print Name)

Corporate Treasurer: James A. Davlin  
 (Print Name)

CORPORATE SEAL

Attest By: Mary M. Vojan  
 Secretary  
Bids Rep

Bidder acknowledges the receipt of Addenda No.'s: \_\_\_\_\_



Item #	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price (50 lb. Bag)	Total Price
#088410 Item 1A.		50 lb. bag	7-10	950 bags	14.23	13518.50
#088769 Item 1B.		50 lb. bag	1	950 bags	11.16	10602.00
#082925 Item 1C.		50 lb. bag	1	950 bags	18.21	17299.50
#069316 Item 1D.		50 lb. bag	7-10	950 bags	30.84	29298.00

## HERBICIDES - ITEM NO. 2 THROUGH 11

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price	Total Price
2. Round Up Pro or acceptable equal	#069291 Prosecutor Pro	524-536- 11404	30 Gallon	7-10	2	1034.62	2069.24
3. MSMA 6.6 or acceptable equal	#069087	42519-1	2.5 Gallon	1	20	57.41	1148.20
4. Image 70 DG or acceptable equal	#069206		11.43 Ounce	1	100	97.27	9727.00
5. Primo PGR or acceptable equal	#090844 RegiMax PGR		1 Gallon	1	10	239.20	2392.00
6. Drive 75 DF or acceptable equal	#063899	7969-130	1 LB.	1	50	54.35	2717.50
7. Iloxan or acceptable equal	#018898		1 Gallon	1	50	196.94	9847.00
8. Revolver or acceptable equal	#069501	432-1266	1 Quart	1	100	220.21	22021.00
9. ZeroTol Algaecide/Fungicide (No substitution)	#090837	70299-1	2.5 Gal.	7-10	10	95.59	955.90
10. TriMec Southern (No substitution)	—	—	2.5 Gal.	—	50	—	No Bid
11. Prokoz MSMA (No substitution)	—	—	2.5 Gal.	—	80	—	No Bid

## PESTICIDES - ITEM NO. 12 THROUGH 15

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
12. Acephate 75 (Orthene) or acceptable equal	#091483	51036-236	1 LB.	7-10	100	7.89	789.00
13. Merit 75WP or acceptable equal	#914566 Badit 75WP	432-1318	28 Ounce 4x4x1.6	1	24	184.06	4417.44
14. Talstar or acceptable equal	#089363	279-3206- 10404	3/4 Gallon	1	100	26.18	2618.00
15. Top Choice or acceptable equal	#081182	432-1217	50 LB.	7-10	450	141.46	63657.00

## ADJUVANTS – ITEM NO. 16 THROUGH 17

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
16. Pen-A-Trate (sticker) or acceptable equal	#019255 L55LO SPREADER STICKER		2.5 Gallon	7-10	6	42.68	256.08
17. Knockdown (defoamer) or acceptable equal	#060727 Recede		1 Quart	7-10	12	3.38	40.56

## SPECIALTY – ITEM NO. 18 THROUGH 19

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
18. Turface MVP Red or acceptable equal	#088782 TURFACE AllSPORT		50 LB.	7-10	900	5.99	5391.00
19. Turface Quickdry or acceptable equal	#088884 TURFACE GAMESAVER		50 LB.	7-10	500	5.60	2800.00

For items not specifically listed in this solicitation, please indicate firm fixed percentage discount off catalog / manufacturer's list price 0%. Include copy of the catalog and /or manufacturer's list price.

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## BID SUBMITTAL

To:  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

CROP Production Services, Inc.  
(Vendor)

agrees to supply and deliver, in accordance with the requirements and specifications of the Bid Documents, Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the items called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 16 day of April, 2009  
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: Richard Baker, Richard Baker  
(Signature) (Print name)

Address: 140 OFFICE PARKWAY  
Pittsford, NY 14534

Telephone: (585) 586 1330 Fax: (585) 586 1808

E-Mail Address: rich.bakere@cpsa94.com

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: , Richard Baker  
(Signature) (Print name)

Address: 140 Office Parkway  
Pittsford NY 14534

Telephone: (585) 586 1330 Fax: (585) 586 1808

E-Mail Address: rich.bakore@cpsaguy.com

Taxpayer Identification Number: 04-3769161

State Under Which Corporation Was Chartered: Delaware

Corporate President: Richard L. Gearheard - CEO  
(Print Name)

Corporate Secretary: Gary A. Daniel  
(Print Name)

Corporate Treasurer: N/A  
(Print Name)

CORPORATE SEAL

Attest By:   
Assistant Secretary

Bidder acknowledges the receipt of Addenda No.'s: \_\_\_\_\_

Item #	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price (50 lb. Bag)	Total Price
Item 1A.		50 lb. bag	15	950 bags	14.95	14,202.50
Item 1B.		50 lb. bag	15	950 bags	11.90	11,305.00
Item 1C.		50 lb. bag	15	950 bags	17.20	16,340.00
Item 1D.	62719-494-34704	50 lb. bag	15	950 bags	28.30	26,885.00

## HERBICIDES - ITEM NO. 2 THROUGH 11

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price	Total Price
2. Round Up Pro or acceptable equal	Kleen Up Pro	34704-890	30 Gallon	5	2	840.00	1680.00
3. MSMA 6.6 or acceptable equal	Target 6.6	42519-1	2.5 Gallon	5	20	42.85	857.00
4. Image 70 DG or acceptable equal		241-319	11.43 Ounce	5	100	83.36	8336.00
5. Primo PGR or acceptable equal	7-PAC E-Pro	79676-24	1 Gallon	5	10	270.25	2702.50
6. Drive 75 DF or acceptable equal	Quinagrace 75 DF	100207	1 LB.	5	50	46.70	2335.00
7. Iloxan or acceptable equal		432-1231	1 Gallon	5	50	167.67	8383.50
8. Revolver or acceptable equal		432-1266	1 Quart	5	100	198.30	19,830.00
9. ZeroTol Algaecide/Fungicide (No substitution)		70299-1	2.5 Gal.	5	10	111.68	1,116.80
10. TriMec Southern (No substitution)		2217-655	2.5 Gal.	5	50	130.85	6,542.50
11. Prokoz MSMA (No substitution)		.	2.5 Gal.		80		

## PESTICIDES - ITEM NO. 12 THROUGH 15

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
12. Acephate 75 (Orthene) or acceptable equal		39578-7X1	1 LB.	5	100	8.90	890.00
13. Merit 75WP or acceptable equal		432-1314	20 Ounce	5	24	32.90	789.60
14. Talstar or acceptable equal	Widomate Flowable	5481-520	3/4 Gallon	5	100	35.60	3560.00
15. Top Choice or acceptable equal		432-1217	50 LB.	5	450	159.00	71,550.00

## ADJUVANTS – ITEM NO. 16 THROUGH 17

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
16. Pen-A-Trate (sticker) or acceptable equal	activator 90 LPI		2.5 Gallon 1 gal	5	6 15 gal	18.00/gal	270.00
17. Knockdown (defoamer) or acceptable equal	unfoamer LPI		1 Quart	5	12	14.20/qt.	170.40

## SPECIALTY – ITEM NO. 18 THROUGH 19

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
18. Turface MVP Red or acceptable equal	Pro's Choice Peel conditioner		50 LB.	5	900	5.89	5301.00
19. Turface Quickdry or acceptable equal	Pro's Choice Rapid Dry		50 LB.	5	500	6.19	3095.00

For items not specifically listed in this solicitation, please indicate firm fixed percentage discount off catalog / manufacturer's list price \_\_\_\_%. Include copy of the catalog and /or manufacturer's list price.

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BID SUBMITTAL

To:  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

Helena Chemical Company  
(Vendor)

agrees to supply and deliver, in accordance with the requirements and specifications of the Bid Documents, Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the items called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 24<sup>th</sup> day of April, 2009  
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Helena Chemical Company

Social Security Number (OR) Taxpayer Identification Number (TIN): 71-0293688  
CORPORATION

By: \_\_\_\_\_  
(Signature) (Print name)

Address: 225 Schilling Blvd., Suite 300  
Collierville, TN 38017

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

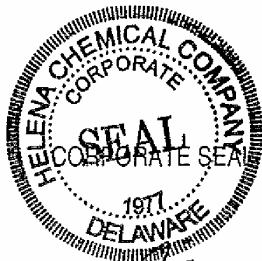
Taxpayer Identification Number: 71-0293688

State Under Which Corporation Was Chartered: Delaware

Corporate President: Mike McCarty  
(Print Name)

Assistant  
Corporate Secretary: David Hawkins  
(Print Name)

Corporate Treasurer: Roger Lewis  
(Print Name)



Attest By: [Signature]  
Secretary

Bidder acknowledges the receipt of Addenda No.'s: \_\_\_\_\_



Item #	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price (50 lb. Bag)	Total Price
Item 1A.	—	50 lb. bag	—	950 bags	NIB	- 0 -
Item 1B.	—	50 lb. bag	—	950 bags	NIB	- 0 -
Item 1C.	—	50 lb. bag	—	950 bags	NIB	- 0 -
Item 1D.	—	50 lb. bag	—	950 bags	NIB	- 0 -

## HERBICIDES - ITEM NO. 2 THROUGH 11

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price	Total Price
2. Round Up Pro or acceptable equal	Ranger Pro	594 - 517	30 Gallon	3-5	2	32.00/gal	64.00.00
3. MSMA 6.6 or acceptable equal		5905 - 67	2.5 Gallon	3-5	20	19.00/gal	380.00.00
4. Image 70 DG or acceptable equal		241 - 319	11.43 Ounce	3-5	100	115.00/pkg	11,500.00.00
5. Primo PGR or acceptable equal	Primo max	100 - 937	1 Gallon	3-5	10	405.30/gal	4,053.00.00
6. Drive 75 DF or acceptable equal		7969 - 130	1 LB.	3-5	50	76.00/lb.	3,800.00.00
7. Iloxan or acceptable equal		432 - 1231	1 Gallon	3-5	50	161.90/gal	8,095.00.00
8. Revolver or acceptable equal		432 - 1266	1 Quart	3-5	100	188.46/qt	18,846.00.00
9. ZeroTol Algaecide/Fungicide (No substitution)		70299 - 1	2.5 Gal.	3-5	10	99.65/gal	2,491.25.00
10. TriMec Southern (No substitution)		2217 - 655	2.5 Gal.	3-5	50	48.40/gal	6,050.00.00
11. Prokoz MSMA (No substitution)	—	—	2.5 Gal.	—	80	N/B	- 0 -

## PESTICIDES - ITEM NO. 12 THROUGH 15

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
12. Acephate 75 (Orthene) or acceptable equal		70506 -1	1 LB.	3-5	100	11.99/lb	1,199.00.00
13. Merit 75WP or acceptable equal	—	—	20 Ounce	—	24	N/B	- 0 -
14. Talstar or acceptable equal	—	—	3/4 Gallon	—	100	N/B	- 0 -
15. Top Choice or acceptable equal		432 - 1217	50 LB.	3-5	450	3.24/lb.	72,900.00.00

Helena Chemical Co

## ADJUVANTS – ITEM NO. 16 THROUGH 17

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
16. Pen-A-Trate (sticker) or acceptable equal	Inlet	N/A	2.5 Gallon	3-5	6	12.42/gal	186.30
17. Knockdown (defoamer) or acceptable equal	Foam- buster	N/A	1 Quart Pints	3-5	12	7.04/pt.	168.96

## SPECIALTY – ITEM NO. 18 THROUGH 19

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
18. Turface MVP Red or acceptable equal	—	—	50 LB.	—	900	N/A	—
19. Turface Quickdry or acceptable equal	—	—	50 LB.	—	500	N/A	—

For items not specifically listed in this solicitation, please indicate firm fixed percentage discount off catalog / manufacturer's list price — 0 —%. Include copy of the catalog and /or manufacturer's list price.

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BID SUBMITTAL

To:  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

UNIVAR USA INC  
(Vendor)

agrees to supply and deliver, in accordance with the requirements and specifications of the Bid Documents, Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the items called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 17<sup>th</sup> day of April, 2009  
(Month) (Year)

**INDIVIDUAL, FIRM OR PARTNERSHIP**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): \_\_\_\_\_

**CORPORATION**

By: Judy Sparkman (Signature) JUDY SPARKMAN (Print name)

Address: 5051-D L.B. McLeod Rd.  
ORLANDO, FL 32811

Telephone: (407) 843-2611 Fax: (407) 649-8433

E-Mail Address: JUDY.SPARKMAN@UNIVARUSA.COM

Taxpayer Identification Number: 91-1347935

State Under Which Corporation Was Chartered: WASHINGTON

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

CORPORATE SEAL

Attest By: \_\_\_\_\_  
Secretary

Bidder acknowledges the receipt of Addenda No.'s: \_\_\_\_\_

Item #	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price (50 lb. Bag)	Total Price
Item 1A.		50 lb. bag		950 bags		No B.D.
Item 1B.		50 lb. bag		950 bags		No B.D.
Item 1C.		50 lb. bag		950 bags		No B.D.
Item 1D.		50 lb. bag		950 bags		

## HERBICIDES - ITEM NO. 2 THROUGH 11

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price	Total Price
2. Round Up Pro or acceptable equal	Round Up ERASER	53883-59	30 Gallon	3	2	998.12	1996.24
3. MSMA 6.6 or acceptable equal	DRAXL MSMA	19713-42	2.5 Gallon	5	20	59.95	1199.00
4. Image 70 DG or acceptable equal			11.43 Ounce		100	—	No B.D.
5. Primo PGR or acceptable equal	PRIMO GOLDWING	81943-12	1 Gallon	5	10	289.35	2893.50
6. Drive 75 DF or acceptable equal	DRIVE	1968-130	1 LB.	3	50	119.55	
7. Iloxan or acceptable equal			1 Gallon		50	—	No B.D.
8. Revolver or acceptable equal	BAUER		1 Quart	5	100	195.00	
9. ZeroTol Algaecide/Fungicide (No substitution)			2.5 Gal.		10	—	No B.D.
10. TriMec Southern (No substitution)			2.5 Gal.	5	50	189.58	6479.00
11. Prokoz MSMA (No substitution)			2.5 Gal.		80	—	No B.D.

## PESTICIDES - ITEM NO. 12 THROUGH 15

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
12. Acephate 75 (Orthene) or acceptable equal	Round Up Acephate Pro 75	51036-236	1 LB.	5	100	10.40	1040.00
13. Merit 75WP or acceptable equal	BAUER Merit 75	14327-1314	2.5 Gallon	5	24	33.98	815.52
14. Talstar or acceptable equal	MASTERLINE Bifen	113748-17	3/4 Gallon	3	100	30.00	3000.00
15. Top Choice or acceptable equal	Chlorpyrifos Top Choice	432-1217	50 LB.	3	450	153.50	69075.00

## ADJUVANTS – ITEM NO. 16 THROUGH 17

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
16. Pen-A-Trate (sticker) or acceptable equal			2.5 Gallon		6		No B.I.D
17. Knockdown (defoamer) or acceptable equal	Amega Defoamer	N/A	1 Quart	3	12	5.50	66.00

## SPECIALTY – ITEM NO. 18 THROUGH 19

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
18. Turface MVP Red or acceptable equal			50 LB.		900		No B.I.D
19. Turface Quickdry or acceptable equal			50 LB.		500		No B.I.D.

For items not specifically listed in this solicitation, please indicate firm fixed percentage discount off catalog / manufacturer's list price \_\_\_\_%. Include copy of the catalog and /or manufacturer's list price.

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BID SUBMITTAL

To:  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

TAMPA TURF and Supply  
(Vendor)

agrees to supply and deliver, in accordance with the requirements and specifications of the Bid Documents, Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the items called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 17 day of April, 2009  
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): 11-3808016  
 CORPORATION

By: David Itzkowitz (Signature) , DAVID ITZKOWITZ (Print name)

Address: 2725 Via Cipriani  
UNIT 735B  
CLEARWATER, FL 32764

Telephone: (727) 657-8873 Fax: (727) 254 4490

E-Mail Address: DAVEYBOY5950@AOL.COM

Taxpayer Identification Number: 11-3808016

State Under Which Corporation Was Chartered: FLORIDA

Corporate President: DAVID ITZKOWITZ  
 (Print Name)

Corporate Secretary: SAME  
 (Print Name)

Corporate Treasurer: SAME  
 (Print Name)

CORPORATE SEAL

Attest By: David Itzkowitz  
 Secretary

Bidder acknowledges the receipt of Addenda No.'s: David Itzkowitz



Tampa Turf and Supply  
2725 Via Cipriani  
Unit-735B  
Clearwater, Florida 33764  
727-244-8586

Item #	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price (50 lb. Bag)	Total Price
Item 1A.		50 lb. bag		950 bags		N/B
Item 1B.		50 lb. bag		950 bags		N/B
Item 1C.		50 lb. bag		950 bags		N/B
Item 1D.		50 lb. bag		950 bags		N/B

## HERBICIDES - ITEM NO. 2 THROUGH 11

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price	Total Price
2. Round Up Pro or acceptable equal	N/B		30 Gallon		2	N/B	N/B
3. MSMA 6.6 or acceptable equal	MSMA 6.6	42750-28-72112	2.5 Gallon	7-10	20	77.50	1550
4. Image 70 DG or acceptable equal	N/B		11.43 Ounce		100		
5. Primo PGR or acceptable equal	T-NEX 1 AG DUALI-PRO	73220-12	1 Gallon	7-10	10	299	2990
6. Drive 75 DF or acceptable equal	QUINDELAC 75 DF DUALI-PRO	73220-15	1 LB.	7-10	50	70	3500
7. Iloxan or acceptable equal	Iloxan	432-1231	1 Gallon	7-10	50	205	10,250
8. Revolver or acceptable equal	Revolver	432-1266	1 Quart	7-10	100	215	21,500
9. ZeroTol Algaecide/Fungicide (No substitution)	ZeroTol	70299-1	2.5 Gal.	7-10	10	112.50	1125
10. TriMec Southern (No substitution)	N/B		2.5 Gal.		50	N/B	N/B
11. Prokoz MSMA (No substitution)	N/B		2.5 Gal.		80	N/B	N/B

## PESTICIDES - ITEM NO. 12 THROUGH 15

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
12. Acephate 75 (Orthene) or acceptable equal	ACEPHATE 75	66330-356	5 LB BAG 1 LB. 8x5 LB case	7-10	100	7.58	758
13. Merit 75WP or acceptable equal	Imidacloprid DUALI-PRO	4x1.602 432-1318-73220	20 Ounce	7-10	24	11.00	5280
14. Talsar or acceptable equal	N/B		3/4 Gallon		100	N/B	N/B
15. Top Choice or acceptable equal	N/B		50 LB.		450	N/B	N/B

**Tampa Turf and Supply**  
**2725 Via Cipriani**  
**Unit-735B**  
**Clearwater, Florida 33764**  
**727-244-8586**

**ADJUVANTS – ITEM NO. 16 THROUGH 17**

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
16. Pen-A-Trate (sticker) or acceptable equal	AQUA RID		2.5 Gallon	7-10	6	48.00	288
17. Knockdown (defoamer) or acceptable equal	SEP DE FORMER		1 Quart	7-10	12	10.00	120.00

**SPECIALTY – ITEM NO. 18 THROUGH 19**

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
18. Turface MVP Red or acceptable equal	Pro's choice soil master direct		50 LB.	14	900	8.65	7785
19. Turface Quickdry or acceptable equal	Pro's choice Rapid dry		50 LB.	14	500	8.35	4175

For items not specifically listed in this solicitation, please indicate firm fixed percentage discount off catalog / manufacturer's list price \_\_\_\_%. Include copy of the catalog and /or manufacturer's list price.

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BID SUBMITTAL

To:  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

Pennington Seed, Inc  
(Vendor)

agrees to supply and deliver, in accordance with the requirements and specifications of the Bid Documents, Fertilizers, Herbicides, Pesticides and Miscellaneous Specialty Chemicals.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the items called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 28 day of April, 2009  
(Month) (Year)

INDIVIDUAL FIRM OR PARTNERSHIP

By: \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): 582394553  
CORPORATION

By: Steve C. Seaton , Steve Seaton  
(Signature) (Print name)

Address: 11401 United Way  
Suite 111  
Orlando, FL 32824

Telephone: (407) 855-1803 Fax: (407) 240-1423

E-Mail Address: SP9PPAS@PenningtonSeed.com

Taxpayer Identification Number: 582394553

State Under Which Corporation Was Chartered: Delaware

Corporate President: William Brown  
(Print Name)

Corporate Secretary: Eric Roiter  
(Print Name)

(CEO)  
Corporate Treasurer: Stuart W. Booth  
(Print Name)

- Corporate Seal  
not available  
at this time  
CORPORATE SEAL

Attest By: \_\_\_\_\_ not available  
Secretary to sign

Bidder acknowledges the receipt of Addenda No.'s: \_\_\_\_\_

Item #	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price (50 lb. Bag)	Total Price
Item 1A.	n/a	50 lb. bag	NO Bid	950 bags	n/a	
Item 1B.		50 lb. bag		950 bags		
Item 1C.		50 lb. bag		950 bags		
Item 1D.		50 lb. bag		950 bags		

## HERBICIDES - ITEM NO. 2 THROUGH 11

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Price	Total Price
2. Round Up Pro or acceptable equal	n/a		30 Gallon	NO Bid	2	n/a	
3. MSMA 6.6 or acceptable equal			2.5 Gallon		20		
4. Image 70 DG or acceptable equal			11.43 Ounce		100		
5. Primo PGR or acceptable equal			1 Gallon		10		
6. Drive 75 DF or acceptable equal			1 LB.		50		
7. Iloxan or acceptable equal			1 Gallon		50		
8. Revolver or acceptable equal			1 Quart		100		
9. ZeroTol Algaecide/Fungicide (No substitution)			2.5 Gal.		10		
10. TriMec Southern (No substitution)			2.5 Gal.		50		
11. Prokoz MSMA (No substitution)			2.5 Gal.		80		

## PESTICIDES - ITEM NO. 12 THROUGH 15

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
12. Acephate 75 (Orthene) or acceptable equal	n/a		1 LB.	NO Bid	100	n/a	
13. Merit 75WP or acceptable equal			20 Ounce		24		
14. Talstar or acceptable equal			3/4 Gallon		100		
15. Top Choice or acceptable equal			50 LB.		450		

## ADJUVANTS – ITEM NO. 16 THROUGH 17

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
16. Pen-A-Trate (sticker) or acceptable equal	n/a	n/a	2.5 Gallon	no bid	6	n/a	
17. Knockdown (defoamer) or acceptable equal			1 Quart		12		

## SPECIALTY – ITEM NO. 18 THROUGH 19

Item #	Brand	EPA No. (If Applicable)	Unit Packaging	Delivery Days	Estimated Annual Qty.	Unit Cost	Total Price
18. Turface MVP Red or acceptable equal	Turface		50 LB.	7-10	900	\$8.50	\$7650.00
19. Turface Quickdry or acceptable equal	Turface		50 LB.	7-10	500	\$8.50	\$4250.00

For items not specifically listed in this solicitation, please indicate firm fixed percentage discount off catalog / manufacturer's list price \_\_\_\_%. Include copy of the catalog and /or manufacturer's list price.

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## WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

**AGENDA ITEM NAME:** Award Bid No. 018-09/JWV to J.W. Cheatham for Construction of Village Park Entrance Road Off of 120th Avenue South

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Council award Bid No. 018-09/JWV to J.W. Cheatham for Construction of Village Park Entrance Road Off of 120th Avenue South in the amount of \$504,787.65. At present, \$719,884.56 remains of the \$800,000 budgeted for Village Park Second Entrance project.

**EXPLANATION:** The only entrance/exit for Village Park is off Pierson Road, which limits the accessibility of the park to residents and visitors. This is especially true when special events, such as Fourth of July, are held at the park. The solution proposed was the construction of a second entrance road off of 120<sup>th</sup> Avenue. The road would enter Wastewater Facility grounds from 120<sup>th</sup> Avenue and continue directly eastward adjacent to the existing Wetland Park. Crossing into Village Park, the road would skirt the south portion of the reclaimed water retention pond and then turn northeast to connect with an existing Village Park roadway. For that purpose Bid #018-09/JWV was let on April 26, 2009. Notification of the bid was placed in the Palm Beach Post and posted on DemandStar, the Village's bid solicitation service. Forty five (45) contractors picked up bid documents. Fourteen (14) contractors submitted proposals by the deadline, May 26, 2009 at 2:00 p.m.

Contractor	Base Bid	Substitution Item
J.W. Cheatham	\$504,787.65	\$47,016.00
Hardrives	\$561,895.15	\$47,520.00
H&J Contracting	\$583,220.80	\$36,921.60
Farache Enterprises	\$639,775.50	\$46,080.00
H&D Construction	\$647,406.60	\$41,760.00
Rio-Bak Corp.	\$668,491.69	\$46,080.00
Budget Construction	\$669,782.50	\$54,720.00
Florida Highway Products	\$680,018.63	\$50,400.00
Rosso Paving	\$690,310.30	\$47,520.00
Community Asphalt	\$690,982.70	\$47,520.00
All-Rite Paving	\$692,536.70	\$45,360.00

American Engineering	\$702,912.80	\$34,344.00
Palm Beach Grading	\$723,256.70	\$46,080.00
B&B Underground	\$744,412.25	\$72,000.00

Proposals were evaluated by Village staff as well as the Village's consulting engineer, Mock Roos. Award criteria considered were bid price, subcontractors, equipment and materials, references, insurance, licenses, similar projects, years in business, workload, and project management. Mock Roos' award recommendation letter concurred with the conclusion of Village staff that J.W. Cheatham should be recommended for award. Their bid was responsive and responsible and they proposed the lowest bid price. The base bid price includes contractor installation of approximately 1,440 linear feet of Village supplied 18 inch RCP pipe. The contractor will not be providing a warranty for the pipe material however the contractor will be providing a warranty for the installation workmanship. Otherwise, the Village would have to pay an additional \$20,160 for new RCP pipe furnished and installed by the contractor. Once work begins, it should be completed within ninety (90) days.

**FISCAL IMPACT:**

## Project Summary:

Budget – \$800,000.00

Expenditures/Encumbrances – Engineering Services	\$ 74,440.00
Permit	\$ 1,000.00
Landscaping	\$ 4,500.00
Other	\$ 175.44

**Subtotal \$ 80,115.44**

Associated Projected Costs - Relocate Volleyball Courts	\$ 57,571.00
Relocate Volleyball Lighting	\$ 27,000.00
Relocate Pavillion	\$ 8,500.00

**Subtotal \$ 93,071.00**

Available Budget Balance for Second Entrance Road \$626,813.56

Second Entrance Road	<b>Subtotal</b>	<b>\$504,787.65</b>
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**Projected Budget Savings \$122,025.91**

**RECOMMENDATION:** Staff recommends that Village Council approve award of Bid #018-09/JWV for Construction of Village Park Entrance Road Off of 120<sup>th</sup> Avenue South to J.W. Cheatham in the amount of \$504,787.65, and authorize execution of the contract documents, contingent upon legal approval, as presented.



**INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for **Village Park Entrance Road off 120<sup>th</sup> Ave South.**

All Bids must be received, one (1) original and three (3) complete copies, at the address below in the **Purchasing Department**, no later than **May 26, 2009** at **2:00 p.m.**, at which time all Bids will be publicly opened and read. Receipt of a response by any Village Office, Receptionist, or personnel other than the Purchasing Department does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt.

Bid Documents may be obtained on **April 29, 2009** on DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling Jim Volkman at 561-791-4101.

Bid Security in the amount of ten percent (10%) of the Bid must accompany each Bid in accord with the Instruction to for Bidders.

The successful Bidder, who is awarded the contract, may be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond meeting the requirements of Section 255.05 Florida Statutes.

All Bids should be sealed when submitted and be delivered or mailed to

**Village of Wellington  
Purchasing Department  
14000 Greenbriar Boulevard  
Wellington, FL 33414**

**ENVELOPE MUST BE IDENTIFIED AS SEALED BID #018-09/JWV**

The VILLAGE reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgement best serve the Village.

VILLAGE OF WELLINGTON

Publish: Palm Beach Post  
April 26, 2009

Account #9-657448

# BID TABULATION

## Bid #018-09JWV for Village Park Entrance Road

BID OPENING DATE: May 26, 2009

BID OPENING TIME: 2:00 PM

"Offers from the vendors listed herein are the only offers received timely as of the above recieving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

BIDDERS	H&J Contracting	Palm Beach Grading	American Engineering and Development	Budget Construction	B&B Underground	Community Asphalt
Acknowledgment of Addenda	Yes	Yes	Yes	Yes	Yes	Yes
One Original and Three Copies Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Bid Security of 10% Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Schedule of Subcontractors Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Schedule of Equipment and Materials Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Sworn Statement on Public Entity Crimes	Yes	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace Form Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Trench Safety Affidavit Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Questionnaire Submitted	Yes	Yes	Yes	Yes	Yes	Yes
References Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Notice of Compliance with Chapter 556 Florida Statutes	NA	NA	NA	NA	NA	NA
Insurance Certificates Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Appropriate Licenses Submitted	Yes	Yes	Yes	Yes	Yes	Yes
<b>TOTAL BASE BID (A+B)</b>	<b>\$583,220.80</b>	<b>\$723,256.70</b>	<b>\$702,912.80</b>	<b>\$669,782.50</b>	<b>\$744,412.25</b>	<b>\$690,982.70</b>
<b>Substitution Item Total</b>	<b>\$36,921.60</b>	<b>\$46,080.00</b>	<b>\$34,344.00</b>	<b>\$54,720.00</b>	<b>\$72,000.00</b>	<b>\$47,520.00</b>

# BID TABULATION

Bid #018-09/JWV for Village Park Entrance Road

\*Offers from the vendors listed herein are the only offers received timely as of the above recelling date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late\*

BID OPENING DATE: May 26, 2009  
BID OPENING TIME: 2:00 PM

BIDDERS	Hardrives Inc	H&D Construction	Farache Enterprises	Rosso Paving	Florida Highway Products	All-Rite Paving
Acknowledgment of Addenda	Yes	Yes	Yes	Yes	Yes	Yes
One Original and Three Copies Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Bid Security of 10% Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Schedule of Subcontractors Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Schedule of Equipment and Materials Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Sworn Statement on Public Entity Crimes	Yes	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace Form Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Trench Safety Affidavit Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Questionnaire Submitted	Yes	Yes	Yes	Yes	Yes	Yes
References Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Notice of Compliance with Chapter 556 Florida Statutes	NA	NA	NA	NA	NA	NA
Insurance Certificates Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Appropriate Licenses Submitted	Yes	Yes	Yes	Yes	Yes	Yes
<b>TOTAL BASE BID (A+B)</b>	<b>\$561,895.15</b>	<b>\$647,406.60</b>	<b>\$639,775.50</b>	<b>\$690,310.30</b>	<b>\$680,018.63</b>	<b>\$692,536.70</b>
<b>Substitution Item Total</b>	<b>\$47,520.00</b>	<b>\$41,760.00</b>	<b>\$46,080.00</b>	<b>\$47,520.00</b>	<b>\$50,400.00</b>	<b>\$45,360.00</b>

# BID TABULATION

Bid #018-09JWV for Village Park Entrance Road

BID OPENING DATE: May 26, 2009  
BID OPENING TIME: 2:00 PM

\*Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late\*

BIDDERS	Rio-Bak Corp.	J.W. Cheatham				
Acknowledgment of Addenda	Yes	Yes	Yes	Yes	Yes	Yes
One Original and Three Copies Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Bid Security of 10% Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Schedule of Subcontractors Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Schedule of Equipment and Materials Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Sworn Statement on Public Entity Crimes	Yes	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace Form Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Trench Safety Affidavit Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Questionnaire Submitted	Yes	Yes	Yes	Yes	Yes	Yes
References Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Notice of Compliance with Chapter 556 Florida Statutes	NA	NA	NA	NA	NA	NA
Insurance Certificates Submitted	Yes	Yes	Yes	Yes	Yes	Yes
Appropriate Licenses Submitted	Yes	Yes	Yes	Yes	Yes	Yes
<b>TOTAL BASE BID (A+B)</b>	<b>\$668,491.69</b>	<b>\$504,787.65</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Substitution Item Total</b>	<b>\$46,080.00</b>	<b>\$47,016.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**BID FORM****ONE (1) ORIGINAL AND THREE (3) COPIES OF BID FORM MUST BE SUBMITTED**

PROJECT: Village Park Entrance Road off 120<sup>th</sup> Ave South Date: 5/26/09  
 BIDDER: J.W. Cheatham, LLC

**THIS BID IS SUBMITTED TO:**

The Village of Wellington  
 Purchasing Department  
 14000 Greenbriar Blvd.  
 Wellington, FL 33414

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. this Bid will remain subject to acceptance for 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date <u>5/19/09</u>	Addenda Number <u>1</u>
Date _____	Addenda Number _____
Date _____	Addenda Number _____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Section 01000: General Requirements as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set forth in Section 01000: General Requirements of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5).
5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares its understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
7. BIDDER agrees that the Work:

Village Park Entrance Road off 120<sup>th</sup> Ave South will be substantially completed within 60 calendar days after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 90 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid security in the form of Bid Bond.
  - (b) Schedule of Values.
  - (c) List other documents as pertinent).

9. Communications concerning this Bid shall be telephoned or addressed to:

Name: J.W. Cheatham, LLC  
 Address: 7396 Westport Place  
West Palm Beach, FL. 33413  
 Phone No.: 561-471-4100 Fax: 561-471-8348

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER'S Florida Contractor's License No. CGC1505502
12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is

An Individual

Name \_\_\_\_\_ (SEAL)  
 Signature: \_\_\_\_\_  
 Doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

A Partnership

Firm's Name \_\_\_\_\_ (SEAL)

General Partner Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

A Corporation Limited Liability Company

Corporation's Name J.W. Cheatham, LLC (SEAL)

State of Incorporation Florida

Authorized Person: Thomas P. Uhrig

Title: Vice-President

Signature: Thomas P. Uhrig

Attest: Sherry Brown Asst (Secretary)

Signature: \_\_\_\_\_

Business Address: 7396 Westport Place

West Palm Beach, FL. 33413

Phone Number: 561-471-4100

Fax Number 561-471-8348

Schedule of Values  
Village Park Entrance Road  
Off 120th Avenue South

Item	Description	Quant.	Unit	Unit Price	Total
<b>A. General</b>					
1	Mobilization	1	LS	\$ 29,500.00	\$ 29,500.00
2	Maintenance of Traffic	1	LS	\$ 2,000.00	\$ 2,000.00
3	Survey & Layout/Record Drawings	1	LS	\$ 18,720.00	\$ 18,720.00
4	Earthwork	1	LS	\$ 26,155.00	\$ 26,155.00
5	Video Tape Existing Conditions	1	LS	\$ 500.00	\$ 500.00
<b>Subtotal A</b>					<b>\$ 76,875.00</b>
<b>B. Site Work</b>					
1	Stabilized Subgrade (12")(LBR 40)	8,075	SY	\$ 1.50	\$ 12,112.50
2	Limerock Base (8")	7,775	SY	\$ 8.00	\$ 62,200.00
3	Type S-I Asphaltic Concrete (2")	7,325	SY	\$ 7.35	\$ 53,838.75
4	Turnout Construction Including Base (Asphalt Apron)	141	SY	\$ 16.90	\$ 2,382.90
5	Shellrock Drive	550	SY	\$ 9.00	\$ 4,950.00
6	Compacted Subgrade (12")(Pathway)	2,075	SY	\$ 1.00	\$ 2,075.00
7	Limerock Base (6")(Pathway)	1,850	SY	\$ 6.60	\$ 12,210.00
8	Type S-III Asphalt Pathway (1")	1,745	SY	\$ 5.20	\$ 9,074.00
9	4" Concrete Sidewalk	145	SY	\$ 25.00	\$ 3,625.00
10	Type D Curb	270	LF	\$ 15.00	\$ 4,050.00
11	Header Curb	157	LF	\$ 30.00	\$ 4,710.00
12	Install 18" RCP (Pipe Furnished by Village)	1,440	LF	\$ 18.65	\$ 26,856.00
13	18" Mitered End Section	6	EA	\$ 889.00	\$ 5,334.00
14	Remove Existing 12" PVC	568	LF	\$ 5.00	\$ 2,840.00
15	72" RCP	144	LF	\$ 189.00	\$ 27,216.00
16	Type C Inlet	10	EA	\$ 1763.00	\$ 17,630.00
17	Type E Inlet	2	EA	\$ 1867.00	\$ 3,734.00
18	Control Structure Inlet	1	EA	\$ 3037.00	\$ 3,037.00
19	Connect to Existing Inlets	4	EA	\$ 936.00	\$ 3,744.00
20	Rock Rip Rap	270	SY	\$ 51.00	\$ 13,770.00
21	Fencing (5' Chain Link) (Vinyl Coated) (Includes Man Gate)	40	LF	\$ 28.00	\$ 1,120.00
22	Fencing (8' Chain Link) (Vinyl Coated)	1,200	LF	\$ 20.80	\$ 24,960.00
23	24' Double Hung Fence Gate (8' Chain Link) (Vinyl Coated)	3	AS	\$ 1997.00	\$ 5,991.00
24	12' Double Hung Fence Gate (8' Chain Link) (Vinyl Coated)	1	AS	\$ 84.00	\$ 84.00
25	20' Double Hung Fence Gate (8' Chain Link) (Vinyl Coated)	1	AS	\$ 84.00	\$ 84.00
26	32' Double Hung Fence Gate (8' Chain Link) (Vinyl Coated)	1	AS	\$ 104.00	\$ 104.00
27	Fencing (12' Chain Link) (Vinyl Coated)	437	LF	\$ 26.00	\$ 11,362.00
28	Remove and Reinstall Existing 5' Fence	296	LF	\$ 10.50	\$ 3,108.00
29	Fencing (4' Split Rail)	990	LF	\$ 7.30	\$ 7,227.00



**Schedule of Values  
Village Park Entrance Road  
Off 120th Avenue South**

Item	Description	Quant.	Unit	Unit Price	Total
30	Guard Rail w/Reflectors	1,838	LF	\$ 12.65	\$ 23,250.70
31	End Anchorages (Type II)	3	EA	\$ 609.00	\$ 1,827.00
32	Miscellaneous Asphalt Pavement	65	TN	\$ 200.00	\$ 13,000.00
33	Striping, 6" White (Solid) (Thermoplastic)	125	LS	\$ 0.60	\$ 75.00
34	Striping, 6" Yellow (Solid) (Thermoplastic)	820	LF	\$ 0.60	\$ 492.00
35	Striping, 12" White (Solid) (Thermoplastic)	165	LF	\$ 1.20	\$ 198.00
36	Striping, 18" Yellow (Solid) (Thermoplastic)	65	LF	\$ 1.85	\$ 120.25
37	Striping, 24" White (Solid) (Thermoplastic)	26	LF	\$ 2.30	\$ 59.80
38	Directional Arrows (Thermoplastic)	4	EA	\$ 47.00	\$ 188.00
39	Reflective Pavement Markers (Amber/Amber)	25	EA	\$ 3.40	\$ 85.00
40	Reflective Pavement Markers (Colorless/Red)	16	EA	\$ 3.40	\$ 54.40
41	Sign, Stop (R1-1) (30" x 30") (High Intensity)	2	AS	\$ 203.00	\$ 406.00
42	Sign, Warning (R5-1) (30" x 30")	2	AS	\$ 203.00	\$ 406.00
43	Sign, Advisory Speed Plate (W 13-1) (24" x 24")	2	EA	\$ 68.00	\$ 136.00
44	Relocate Existing Trees into Landscape Buffer	1	LS	\$ 2496.00	\$ 2,496.00
45	Relocate Miscellaneous Trees in Park	1	LS	\$ 8285.00	\$ 8,285.00
46	Street Sweeper Dump Station	1	LS	\$ 5000.00	\$ 5,000.00
47	Asphalt Pathway Resurfacing (1" Type S-III)	1,432	SY	\$ 5.50	\$ 7,876.00
48	Asphalt Pathway Repair (1" Type S-III)	68	SY	\$ 11.80	\$ 802.40
49	4" PVC Sleeves	589	LF	\$ 4.95	\$ 2,915.55
50	6" PVC Sleeves	178	LF	\$ 6.80	\$ 1,210.40
51	SOD (Bahia)	8,000	SY	\$ 1.40	\$ 11,200.00
52	SOD (St. Augustine)	8,000	SY	\$ 2.30	\$ 18,400.00
<b>Subtotal B</b>					<b>\$427,912.65</b>
<b>Total Base Bid (A + B)</b>					<b>\$ 504,787.65</b>

**C. Site Substitution Items**

1	Furnish and Install 18" RCP	1,440	LF	\$ 32.65	\$ 47,016.00
<b>REPLACES B.12 IN BASE BID</b>					

May 28, 2009

**Via Email and U.S. Mail**

Mr. Rick Greene, AICP  
Project Manager  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, FL 33414

Ref. No. A9750.00  
Subject: Village Park Entrance Road off 120<sup>th</sup> Avenue South

Dear Rick:

Bids were received for the Village Park Entrance Road off of 120th Avenue South project on May 26, 2009. A copy of the bid tabulation for the three apparent lowest bidders is enclosed for your review. A total of 14 bids were received that ranged from \$504,787.65 to \$744,412.25.

The low bid of \$504,787.65 was received from J. W. Cheatham, LLC. The second and third low bids were received from Hardrives and H&J Contracting, \$561,895.15 and \$583,220.80, respectively. Cheatham has completed numerous successful projects that Mock•Roos has been involved in over the past decade. The most recent successful project was the Village of Wellington's Flying Cow Road Improvements project completed in 2009. Cheatham provided strong references with its bid and is well qualified to complete this project.

Based on the above, we recommend award of the contract to J. W. Cheatham for the base bid amount of \$504,787.65. As you are aware, the base bid work includes Contractor installation of approximately 1,440 linear feet of Village supplied 18-inch RCP pipe. The Contractor will not be providing a warranty for the pipe material, however, the Contractor will be providing a warranty for the installation workmanship. This recommendation is based on our review of the Project and Contractor from an engineering prospective.

If you have any questions or comments, please call me at 683-3113 extension 293.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.  
Vice President

GGG:cbm  
Enclosure  
Copies:

John Bonde  
Jim Barnes  
Bill Atkins  
Jim Volkman  
Richard Cataldo

**Village of Wellington**

# Memo

**To: Bill Atkins**

**From: Rick Greene, AICP**

**C: John Bonde**

**Date: 5/28/2009**

**Re: Village Park Second Entrance**

---

As you are aware, the Village conducted a bid opening on May 26, 2009 for the construction of the Village Park Entrance Road off of 120th Avenue South. A total of 14 bids were received that ranged from \$504,787.65 to \$744,412.25. The low bid of \$504,787.65 was received from J. W. Cheatham, LLC. The second and third low bids were received from Hardrives and H&J Contracting, \$561,895.15 and \$583,220.80, respectively.

A review committee, consisting of myself, Rich Cataldo and Ed De La Vega met on May 27, 2009 to review the bids and to formulate a recommendation pending a formal recommendation from the Village Engineer, Mock Roos & Associates. That letter was received today from Garry G. Gruber, P.E. with Mock Roos.

Therefore, I would recommend that the job be awarded to J.W. Cheatham, LLC with the use of the Village's existing 18" RCP pipe negating the need for the substitution price included in their bid. Please note that the bid, with the engineering, signage, pavilion and volleyball relocation costs, came in approximately \$121,640 under our budget of \$800,000.

Please let me know if you have any questions.

5. C

## WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

**AGENDA ITEM NAME:** Award Bid No. 019-09/JWV for Construction of Volleyball Courts at Village Park

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Council award of Bid #019-09/JWV to Welch Tennis Courts, Inc. in the amount of \$57,571.00 for the construction of four (4) professional size volleyball courts at Village Park. This is part of the restructuring of space for the Village Park Second Entrance Road off of 120th Avenue South. Funds are allocated in the CIP Budget in the amount of \$800,000.00.

**EXPLANATION:** Staff is recommending the award of a contract to provide the Village Park Second Entrance Road off of 120<sup>th</sup> Avenue South (Bid #018-09/BMA). As part of construction of the second entrance road it is necessary to relocate the volleyball courts near the soccer stands.

The contractor will build four (4) professional size volleyball courts at Village Park near the soccer stands. The four (4) courts will be two (2) side by side. The property used for the courts is 100' wide by 80' long each court. A 10'0" space is required around the playing area of each court. There will be a 20'0" area between the courts where they are side by side each other.

The Village received three (3) bids for this project as follows:

1. Welch Tennis Courts, Inc.	\$ 57,571.00
2. KMC Corporation	59,338.50
3. Chaz Equipment	83,417.50

**FISCAL IMPACT:** Funds are allocated in the CIP budget for the Village Park Second Entrance Road which includes the construction of the volleyball courts as follows:

CIP Village Park Second Entrance Project #200901                      \$ 800,000.00

Expenditures/Encumbrances – Engineering Services	\$ 74,440.00
Permit	\$ 1,000.00
Landscaping	\$ 4,500.00
Other	\$ 175.44

## Associated Project Costs:

Second Entrance Road (Recommended Award under Separate agenda item)	\$504,787.65
Relocate Volleyball Lighting	\$ 27,000.00
Relocate Pavillion	\$ 8,500.00
<b>Available Budget Balance for Volleyball Courts</b>	<b>\$179,596.91</b>
<b>Contract Amount – Construction of Volleyball Courts</b>	<b>\$ 57,571.00</b>
<b>Projected Budget Savings</b>	<b>\$122,025.91</b>

**RECOMMENDATION:** Staff recommends award of Bid #019-09/JWV to Welch Tennis Courts, Inc. in the amount of \$57,571.00 for the construction of the volleyball courts at Village Park; authorize execution of the contract documents contingent upon legal approval and appropriation of funding, as presented.

**ADVERTISEMENT/INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for Volleyball Courts at Village Park

All Bids must be received, one (1) original and three (3) complete copies, at the address below in the **Purchasing Department**, no later than **May 26, 2009** at **3:00 p.m.**, at which time all Bids will be publicly opened and read. Receipt of a response by any Village Office, Receptionist, or personnel other than the Purchasing Department does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is the Village of Wellington, Florida, ("Owner").

Bid Documents may be obtained, starting on **May 5, 2009**, at the address below or by calling Jim Volkman at 561-791-4101 or they may be downloaded from DemandStar.com. for a nominal fee. Bid documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

Bids must be accompanied by a Bid Security in the amount of ten percent (10%) of the Bid must accompany each Bid in accord with the Instruction to for Bidders.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

The successful Bidder, who is awarded the contract, may be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond meeting the requirements of Section 255.05 Florida Statutes.

All Bids shall be sealed when submitted and be delivered or mailed to

**Village of Wellington  
Purchasing Department  
14000 Greenbrlar Boulevard  
Wellington, FL 33414**

**ENVELOPE MUST BE IDENTIFIED AS SEALED BID #019-09/JWV**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to the Village of Wellington's Purchasing Department.

VILLAGE OF WELLINGTON

Publish: Palm Beach Post  
May 4, 2009

Account #9-657448

## BID TABULATION

Bid #019-09/JWV for Volleyball Courts at Village Park

BID OPENING DATE: May 26, 2009  
 BID OPENING TIME: 3:00 PM

\*Offers from the vendors listed herein are the only offers  
 received timely as of the above receiving date and time.  
 All other offers submitted in response to this solicitation,  
 if any, are hereby rejected as late\*

BIDDERS	Welch Tennis	KMC Corporation	Chaz Equipment			
Acknowledgment of Addenda	NA	NA	NA			
One Original and Three Copies Submitted	Yes	Yes	Yes			
Bid Security of 10% Submitted	Yes	Yes	Yes			
Schedule of Subcontractors Submitted	Yes	Yes	Yes			
Schedule of Equipment and Materials Submitted	Yes	Yes	Yes			
Sworn Statement on Public Entity Crimes	Yes	Yes	Yes			
Drug Free Workplace Form Submitted	Yes	Yes	Yes			
Trench Safety Affidavit Submitted	Yes	Yes	Yes			
Questionnaire Submitted	Yes	Yes	Yes			
References Submitted	Yes	Yes	Yes			
Insurance Certificates Submitted	Yes	Yes	Yes			
Appropriate Licenses Submitted	Yes	Yes	Yes			
<b>TOTAL CONTRACT PRICE</b>	<b>\$ 57,571.00</b>	<b>\$ 59,338.50</b>	<b>\$ 83,417.50</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## BID FORM

## ONE (1) ORIGINAL AND THREE (3) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: Volleyball Courts at Village Park Date: May 22, 2009  
 BIDDER: Welch Tennis Courts, Inc.

## THIS BID IS SUBMITTED TO:

The Village of Wellington  
 Purchasing Department  
 14000 Greenbriar Blvd.  
 Wellington, FL 33414

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. this Bid will remain subject to acceptance for 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date <u>n/a</u>	Addenda Number <u>n/a</u>
Date <u>n/a</u>	Addenda Number <u>n/a</u>
Date <u>n/a</u>	Addenda Number <u>n/a</u>

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Section 01000: General Requirements as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set forth in Section 01000: General Requirements of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.



(g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5).
5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares its understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
7. BIDDER agrees that the Work:

Volleyball Courts at Village Park will be substantially completed within 10 calendar days after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 14 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid security in the form of Bid Bond.
- (b) Schedule of Values.
- (c) List other documents as pertinent).

9. Communications concerning this Bid shall be telephoned or addressed to:

Name: George Todd  
 Address: 4501 US Hwy 41 S  
Sun City, FL 33586  
 Phone No.: 813-641-7787 Fax: 813-641-7795

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. BIDDER'S Florida Contractor's License No. CBC1251796
12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is

An Individual

Name \_\_\_\_\_ (SEAL)  
 Signature: \_\_\_\_\_  
 Doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

A Partnership

Firm's Name \_\_\_\_\_ (SEAL)

General Partner Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

A Corporation

Corporation's Name Welch Tennis Courts Inc (SEAL)

State of Incorporation Florida

Authorized Person: George Todd

Title: President

Signature: 

Attest:  (Secretary)

Signature: \_\_\_\_\_

Business Address: 4501 US Hwy 41 S

Sun City, FL 33586

Phone Number: 813-641-7787 Fax Number 813-641-7795

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Welch Tennis Courts, Inc.

4501 Old US Highway 41, Suni City, FL 33586

as Principal, hereinafter called the Principal, and The Guarantee Company of North America USA

25800 Northwestern Highway, Suite 720, Southfield, MI 48075

a corporation duly organized under the laws of the State of MI

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Wellington

14000 Greenbriar Blvd, Wellington, FL 33414

as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project #019-09/JWV; Volleyball Courts at Village Park

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of May, 2009

Christine Tenay Rupert  
(Witness)

Welch Tennis Courts, Inc.

(Principal)

(Seal)

By:

President

(Title)

Cathy Knoke

(Witness)

The Guarantee Company of North America USA

(Surety)

(Seal)

By:

Attorney-In-Fact

Kevin R. Wojtowicz

(Title)



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
Southfield, Michigan

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Kevin R. Wojtowicz, Glenn Arvanitis  
Nielson and Company, Inc. - Clearwater*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 20<sup>th</sup> day of January, 2005.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN  
County of Oakland

Stephen Dullard, Vice President

On this 20<sup>th</sup> day of January, 2005 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



*Gail Trevor*  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires August 2, 2005  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 21 day of May 2009.



Randall Musselman, Secretary

## SCHEDULE OF VALUES

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total for Item
1	Mobilization	1	LS	23,193	23,193.00
2	Trap Sand	889	CY	17.30	15,380.00
3	Pea Rock	593	CY	17.50	10,378.00
4	6" Corrugated Slotted HDPE With Fabric Covering	735	LF	2.00	1,470.00
5	6" Snap Tee or Saddle Tee	3	EA		inc. #4
6	Pro-pex or equal C-45 Non-Wooven Filter Fabric	1778	SY	.89	1,582.00
7	Core Bore Existing Inlet	1	EA	341	341.00
8	Bahia Sod	3008	SF	.19	571.00
9	3.5" OD Sched 40 Metal Poles	8	EA	582.00	4,656.00
	TOTAL CONTRACT PRICE				57,571.00
	TOTAL CONTRACT PRICE (In words)	fifty seven thousand five hundred seventy-one dollars no cents			

SCHEDULE OF SUBCONTRACTOR

<u>Discipline</u>	<u>Subcontractor</u>	<u>License Number</u>
Sitework	Big D	CBC050034

SCHEDULE OF EQUIPMENT AND MATERIALS

Item	Manufacturer	Description
Skidsteer	Bobcat	
Tractor	John Deere	

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington  
[print name of the public entity]  
by George Todd - President  
[print individual's name and title]  
for Welch Tennis Courts, Inc.  
[print name of entity submitting sworn statement]  
whose business address is 4501 US Hwy 41 S  
Sun City, FL 33586  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3213747  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]  
[signature]  
May 22, 2009  
[date]

STATE OF Florida  
COUNTY OF Hillsborough

Subscribed and Sworn to (or affirmed) before me on May 22, 2009 by  
[date]  
George Todd JR He/she is personally known to me or has presented  
[name]  
\_\_\_\_\_ as identification.  
[type of identification]

Christine Tenay-Rupert  
[Notary's Signature and Seal]  
Form PUR 7068 (Rev. 04/16/91)  
M/R 03/06/92

Christine Tenay-Rupert DD468915  
Print Notary Name and Commission No.



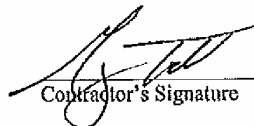
PROJECT NO. 019-09/JWV

**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Contractor's Signature

PROJECT NO. 019-09/JWV

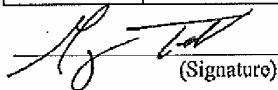
## TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Welch Tennis Courts, INC. (NAME OF FIRM) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Proposal Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary).

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
	N/A	
	Total	



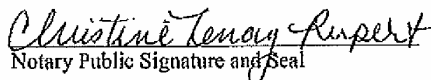
(Signature)

May 22, 2009

(Date)

STATE OF FloridaCOUNTY OF Hillsborough

Subscribed and Sworn to (or affirmed) before me on May 22, 2009 by George Todd JR.. He/she is personally known to me or has presented \_\_\_\_\_ (type of i.d.) as identification.

  
Notary Public Signature and Seal

Christine Tenay-Rupert  
Print Notary Name and Commission No.



Christine Tenay-Rupert  
Commission # DD486916  
Expires October 3, 2009  
Bonded Troy Fan - Insurance, Inc. 800-366-7018

## QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 36 years
2. What is the last project of this nature that you have completed? See Attached
3. Have you ever failed to complete work awarded to you? If so, where and why? No
4. Name three individuals or corporations for which you have performed work and to which you refer:  

<u>See Attached</u>			
Name	Address	Phone	Fax
Name	Address	Phone	Fax
Name	Address	Phone	Fax
5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
<u>Chevy Chase</u>	<u>Same</u>	<u>\$900k</u>	<u>n/a</u>	<u>25%</u>
<u>City of Auburndale</u>	<u>Same</u>	<u>\$995k</u>	<u>n/a</u>	<u>0%</u>

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>Big D Paving &amp; Grading</u>	<u>Sitework</u>

8. What equipment do you own that is available for the work? bobcat, tractor, grading equipment
9. What equipment will you purchase for the proposed work? None
10. What equipment will you rent for the proposed work? None

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

Kevin Timmons

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The correct name of the Bidder is Welch Tennis Courts, Inc.

The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☒ Corporation or ☐ Other Type of Entity (Fill In).

The address of principal place of business is 4501 US HWY 41 S Sun City, FL 33586

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:  
See Attached

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

N/A

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

N/A

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

N/A

List and disclose any and all business relations with any members of the Village Council.

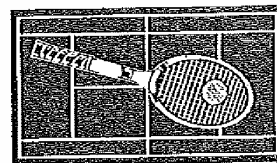
N/A

LIST OF DRAWINGS

DRAWING TITLE	SHEET NUMBER
Volleyball Courts at Village Park	1 of 1

## Welch Tennis Courts, Inc.

*World's Largest Builder of Fast Dry Courts*



*Construction - Resurfacing - Lighting - Accessories*

USTA • USPTA  
ASBA • TIA

### STATEMENT OF QUALIFICATIONS

World's Largest Builder of Clay Tennis Courts

[www.welchtennis.com](http://www.welchtennis.com)

36 Years of Clay Court Experience

American Sports Builders Association - Certified Tennis Court Builder

#### Projects:

Phipps Ocean Park  
Rose Carnicelli  
561-227-6450  
2201 S. Ocean Blvd  
Palm Beach, FL

Seaview Tennis Center  
James Hayes  
561-838-5404  
Palm Beach, FL

Boca Raton Resort & Club  
Erik Silver  
561-447-3772  
501 East Camino Real  
Boca Raton, FL 33432

Sloan's Curve  
Karen Donnelly  
561-585-2541  
2100 South Ocean Blvd  
Palm Beach, FL 33480

Ibis Golf & Country Club  
Chuck Gill  
561-624-8900  
8225 Ibis Blvd  
West Palm Beach, FL 33412



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID JD WELCH-1	DATE (MM/DD/YYYY) 08/20/08
PRODUCER  Jennings & Associates Ins Inc P.O. Box 2810 Brandon FL 33509-2810 Phone: 813-689-0021 Fax: 813-654-7656		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  Welch Tennis Courts, Inc., 312042 P O Box 7770 Sun City FL 33586		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Ins Co	22292
		INSURER B: Travelers Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AD78378615-01	08/15/08	08/15/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	QK06802620	10/25/08	10/25/09	EACH OCCURRENCE \$2000000 AGGREGATE \$2000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

VILLA05	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Village of Wellington 14000 Greebriar Blvd Wellington FL 33414	AUTHORIZED REPRESENTATIVE <i>Charles E. Jennings</i>

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies.

BM0068

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate is not an insurance policy and does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed below. Policy limits are no less than those listed, although policies may include additional sublimits not listed below. Policy limits may be reduced by claims or other payments.

This is to certify that (Name and address of Insured)

WELCH TENNIS COURTS, INC.  
4501 OLD US HWY. 41  
SUN CITY, FL 33586



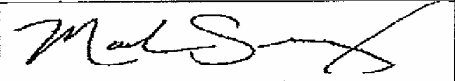
is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/>	Continuous*	02/28/2009 / 02/28/2010	WC2-151-287929-019	Coverage afforded under WC law of the following states:  AL, FL	<b>Employers Liability</b>
<input type="checkbox"/>	Extended				<b>Bodily Injury By Accident</b>
<input checked="" type="checkbox"/>	Policy Term				\$1,000,000 Each Accident
					<b>Bodily Injury By Disease</b>
					\$1,000,000 Policy Limit
<b>Workers Compensation</b>					<b>Bodily Injury By Disease</b>
					\$1,000,000 Each Person
<b>General Liability</b>		10/25/2008 / 10/25/2009	TB7-151-287929-028	<b>General Aggregate-Other than Prod/Completed Operations</b>	
<input type="checkbox"/>	Claims Made			\$2,000,000	
<input checked="" type="checkbox"/>	Occurrence			<b>Products/Completed Operations Aggregate</b>	
<b>Retro Date</b>				\$2,000,000	
				<b>Bodily Injury and Property Damage Liability</b>	Per Occurrence
				\$1,000,000	
			<b>Personal and Advertising Injury</b>	Per Person / Organization	
			\$1,000,000		
				<b>Other Liability</b>	<b>Other Liability</b>
				Premise rented to you \$300,000	Medical Expense \$5,000
<b>Automobile Liability</b>				<b>Each Accident - Single Limit - B. I. and P. D. Combined</b>	
<input type="checkbox"/>	Owned			<b>Each Person</b>	
<input type="checkbox"/>	Non-Owned			<b>Each Accident or Occurrence</b>	
<input type="checkbox"/>	Hired			<b>Each Accident or Occurrence</b>	
<b>C O M M E N T S</b> License Holder: George Kenneth Todd III					
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements. The following applies only with respect to insurance for motor carriers registered in Florida: As provided for in Fla. Stat. § 320.02(5)(e), the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.					
<b>Notice of cancellation:</b> (not applicable unless a number of days is entered below). Notice of Cancellation does not apply when policy(ies) are canceled due to non-payment of premium. Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to the below listed Certificate Holder.					

Office: TAMPA, FL Phone: 813-264-6588

Certificate Holder:

Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, FL 33414

  
MARK SUAREZ  
Authorized Representative

Date Issued: 02/24/2009 Prepared By: VM



## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

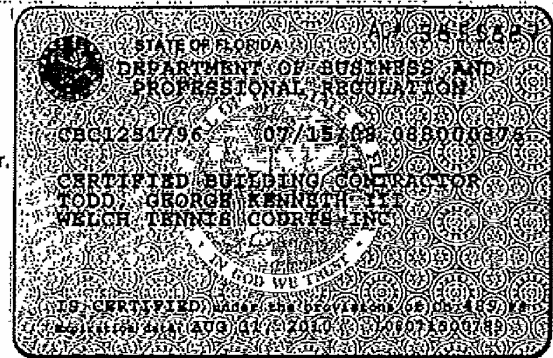
(850) 487-1395

TODD, GEORGE KENNETH III  
WELCH TENNIS COURTS INC  
7714 DRAGONFLY LOOP  
GIBBSONTON FL 33534

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

STATE OF FLORIDA		
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
CONSTRUCTION INDUSTRY LICENSING BOARD		
DATE	BATCH NUMBER	LICENSE NUMBER
07/15/2008	088000376	CBC1251796
<p>The BUILDING CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489, F.S. Expiration date: AUG 31, 2010</p>		
<p>TODD, GEORGE KENNETH III WELCH TENNIS COURTS INC 4501 US HWY 41 SOUTH SUN CITY FL 33586</p>		
CHARLIE CRIST GOVERNOR		CHUCK DRAGO INTERIM SECRETARY
DISPLAY AS REQUIRED BY LAW		

**Village of Wellington**

# Memo

**To: Bill Atkins**  
**From: Rick Greene, AICP**  
**C: John Bonde**  
**Date: 5/28/2009**  
**Re: Village Park Volleyball Courts**

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As you are aware, the Village conducted a bid opening on May 26, 2009 for the relocation of the Village Park volleyball courts. A total of three (3) bids were received that ranged from \$57,571.00 to \$83,417.50. The low bid of \$57,571.00 was received from Welch Tennis Courts followed by KMC Corporation (\$59,338.50) and Chaz Equipment (\$83,417.50).

A review committee, consisting of myself, Rich Cataldo and Ed De La Vega met on May 27, 2009 to review the bids and to formulate a recommendation. Based upon our discussion, I would recommend that the job be awarded to Welch Tennis Courts as the low bidder.

Please let me know if you have any questions.

5. D

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** RESOLUTION R2009-43 (FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT - TROPICAL STORM FAY)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING TROPICAL STORM FAY FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT BETWEEN STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE VILLAGE OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Acceptance of State of Florida Division of Emergency Management Federally Funded Public Assistance Agreement for Tropical Storm Fay FEMA-1785-DR (TS Fay).

**EXPLANATION:** Staff requests Council approval and authorization to execute the Public Assistance Agreement with the State of Florida Division of Emergency Management (attached). This funding agreement provides funds for eligible disaster relief due to Tropical Storm Fay. FEMA reimbursements would equal 75% of all eligible costs.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends Council approval of Resolution No. R2009-43, Public Assistance Agreement for Tropical Storm Fay, as presented.

**RESOLUTION NO. R2009-43**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING TROPICAL STORM FAY FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT BETWEEN STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE VILLAGE OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, as a result of the impact of Tropical Storm Fay in August 2008, the President of the United States issued major disaster declaration No. FEMA-1785-DR for the State of Florida. As a result the Public Assistance Program was made available to eligible applicants in Florida; and

**WHEREAS**, a fund has been established to provide funding for eligible disaster relief due to Tropical Storm Fay; and

**WHEREAS**, a Federally Funded Public Assistance Agreement between the State of Florida, Division of Emergency Management and the Village of Wellington has been prepared and is attached hereto;

**WHEREAS**, Staff recommend that the Village Council approve the Tropical Storm Fay Federally Funded Public Assistance Agreement and authorize the Mayor and the Village Clerk to execute the Agreement on behalf of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA** that:

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

**SECTION 2.** The Village Council hereby accepts and approves the Tropical Storm Fay Federally Funded Public Assistance Agreement between the State of Florida, Department of Community Affairs and the Village of Wellington (attached hereto as Exhibit "A") and hereby authorizes the Mayor and Village Clerk to execute the Agreement.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

(The remainder of this page left intentionally blank)

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

**VILLAGE OF WELLINGTON, FLORIDA**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

BY: \_\_\_\_\_  
Darell Bowen, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney





STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

*"State Emergency Response Team"*

CHARLIE CRIST  
Governor

W. CRAIG FUGATE  
Director

Contract Number: 09-FA-B9-10-60-00-577  
CFDA Title and Number: 97.036  
Disaster Declaration Number: FEMA-1785-DR (TS Fay)  
**Subgrantee:** Wellington, Village Of  
**FIPS No:** 099-75812-00

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**Tropical Storm Fay  
Federally Funded Public Assistance Agreement**

This Agreement is between the state of Florida, Division of Emergency Management (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subgrantee). This Agreement is based on the existence of the following facts and conditions:

- A. On August 22, 2008, President George W. Bush issued a major disaster declaration (FEMA-1785-DR) for the state of Florida as a result of Tropical Storm Fay. The declaration authorized Individual and Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible for assistance Public Assistance; and
- B. The FEMA-State Agreement dated August 26, 2008 between the state of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the state has undertaken to share those costs, as appropriated, with its Subgrantees; and

NOW, THEREFORE, the Grantee and Subgrantee, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**ARTICLE I. Definitions** . As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the Federal Emergency Management Agency.
- B. "FEMA-State Agreement" is the agreement dated August 26, 2008, between the FEMA and the state of Florida, for a presidential major disaster declaration designated FEMA-1785-DR-FL.

**ARTICLE II. Applicable Law .** The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

**ARTICLE III. Funding and Insurance.** Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.
- B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.
- C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR § 206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

**ARTICLE IV. Duplication of Benefits Prohibition .** Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.
- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

**ARTICLE V. Compliance with Environmental, Planning and Permitting Laws.** Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

**ARTICLE VI. Required Documentation, Reviews, and Inspections .** Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

- A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$60,900.00), which can be found at [www.FloridaPA.org](http://www.FloridaPA.org):
  1. a request for reimbursement;
  2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
  3. a request for final inspection;
  4. a signed Project Completion and Certification Report upon the completion of all projects; and
  5. a Project Completion and Certification Report specified by subparagraph A. of this Article.

**ARTICLE VII. Cost Sharing.** The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

**ARTICLE VIII. Payment of Costs .** Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Project Worksheet.

- B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after Subgrantee has delivered the following documents to Grantee:
  - 1. a Request for Reimbursement available at [www.FloridaPA.org](http://www.FloridaPA.org);
  - 2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders and is also available at [www.FloridaPA.org](http://www.FloridaPA.org); and
  - 3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
  - 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  - 2. Subgrantee shall submit to Grantee the budget supporting the request;
  - 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested;
  - 4. Subgrantee shall submit a completed Request for Advance and Schedule of Projected Expenditures Forms which is also available at [www.FloridaPA.org](http://www.FloridaPA.org); and
  - 5. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

**ARTICLE IX. Final Payment.** Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. in the case of Large Projects, the Grantee shall have performed the final inspection; or
- D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and
- E. Subgrantee shall have requested final reimbursement.

**ARTICLE X. Records Maintenance.** The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
- B. Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments," as amended.
- C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.

- F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the state, access to records upon request. The five year period may be extended for the following exceptions:
1. If any litigation, claim or audit is started before the five year period expires, and extend beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
  3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

**ARTICLE XI. Reimbursement of Funds.** If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

**ARTICLE XII. Repayment by Subgrantee.** All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "**Department of Community Affairs**" and mailed directly to the following address: **Cashier, Office of Finance and Accounting, Room 155, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

**ARTICLE XIII. Audit.**

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$500,000 or more, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular

A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

1. If an annual financial audit report is required, it shall include all management letters and the contractor's response to all findings, including corrective actions to be taken.
  2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
  3. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of Audit Services, Room 170, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100**. An electronic copy shall also be submitted (via email) to Ms. Aurilla Parrish at [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)
- E. If a subgrantee spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.
- F. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the contractor of such non-compliance.
- G. If audit is conducted as required by subparagraph D. above, the subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at each of the following addresses:

Office of Audit Services, Room 170  
AND  
Public Assistance Office  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132**.

- H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)
- I. Any reports, management letter, or other information required to be submitted to the Grantee pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, and Rules of the Auditor General, as applicable.
- J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of

the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- K. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the contractor shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Grantee of such non-compliance.
- L. A subgrantee shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

**ARTICLE XIV. Noncompliance.** If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Article XXIV of this Agreement.

**ARTICLE XV. Nondiscrimination by Contractors.** Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

**ARTICLE XVI. Modification.** The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

**ARTICLE XVII. Time for Performance.** The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

**ARTICLE XVIII. Contracts with Others.** If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the

Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes.

**ARTICLE XIX. Liability.** Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

**ARTICLE XX. Reports.** Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B". The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

**ARTICLE XXI. Monitoring.** The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantee and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is



appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

**ARTICLE XXII. Mandated Conditions.** Subgrantee agrees to the following conditions:

- A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.
- E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. If applicable, the Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

- J. With respect to any subgrantee other than a state agency or political subdivision of the state, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  2. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
  3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction, or (b) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.
- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the state of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- N. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

**ARTICLE XXIII. Term.** This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

**ARTICLE XXIV. Events of Default, Remedies, and Termination.**

- A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
  2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
  3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
  4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
  2. commence a legal action for the judicial enforcement of this Agreement;

3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
  4. take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
  - D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
  - E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.
  - F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

**ARTICLE XXV. Attachments.**

- A. All attachments to this Agreement if any are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

**Note:** All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at [www.FloridaPA.org](http://www.FloridaPA.org).

**ARTICLE XXVI. Notice and Contact.** All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

<b>Grantee:</b>
Doug Wright, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Email: <a href="mailto:doug.wright@em.myflorida.com">doug.wright@em.myflorida.com</a>

**ARTICLE XXVII. Designation of Agent .** Subgrantee must complete Attachment "E" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

TROPICA STORM FAY  
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT  
(FEMA-1785-DR)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

**FOR THE GRANTEE:**

DIVISION OF EMERGENCY MANAGEMENT

---

Governor's Authorized Representative

Date

DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

TROPICAL STORM FAY  
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT  
(FEMA-1785-DR)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

**FOR THE SUBGRANTEE:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Federal Employer Identification Number (FEIN): \_\_\_\_\_

**Attachment "A"****Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Subgrantee agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes.
7. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
8. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
9. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase

"federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

10. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
11. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
  - b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
  - c) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of federal and state entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.
  - d) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
  - e) Subgrantee agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or



will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

- f) Subgrantee shall notify the Division and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
  - g) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
12. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
  13. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  14. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  15. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
  16. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
  17. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.

18. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
19. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
20. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
21. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
22. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
23. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
24. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
25. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.
26. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
27. It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
28. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs.
29. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
30. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
31. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
32. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
33. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
34. With respect to demolition activities, it will:
  - a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - b) Return the property to its natural state as though no improvements had ever been contained thereon.
  - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the county health department.
  - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
  - e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
  - f) Leave the demolished site clean, level and free of debris.

- g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
- h) Obtain all required permits.
- i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l) Provide documentation of public notices for demolition activities.

## Quarterly Report Form

Date Submitted: \_\_\_\_\_

[illegible]

<sup>2</sup> Utilize this section to report potential delays, cost overruns or underruns, etc.

**Attachment "C"**  
**Certification Regarding**  
**Debarment, Suspension, Ineligibility**  
**and**  
**Voluntary Exclusion**

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Subgrantee's Name

\_\_\_\_\_  
Grantee Agreement Number

## Attachment "D"

## Subgrantee Notice and Contact

Subgrantee	
Name	
Title	
Street Address	
City, State, Zip Code	
Telephone	
Email	

**Attachment "E"**

**Designation of Agents**

In order to process Advance Payments in accordance with Article VIII, the Subgrantee designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation

<b>Primary Agent</b>
<b>Name:</b>
<b>Title:</b>

<b>Alternate Agent</b>
<b>Name:</b>
<b>Title:</b>

5. E

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Forest Hill Boulevard Project Consultant Services Authorization

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Council approval of consultant services authorization for Miller Legg and Mock Roos and Associates for consultant services required for the Forest Hill Boulevard project.

**EXPLANATION:** Council approved staff's recommendation for the Forest Hill boulevarding concept as part of the economic development initiative. Council previously approved staff moving forward with all sections of the project. The estimated construction costs for sections 2, 3 and 4 are approximately 5.8 million dollars. Staff is recommending that the design phase be awarded in two parts, Miller Legg will be doing, -Section 2 and 4 at an amount not to exceed \$243,000 and Mock Roos will be doing Section 3 at an amount not to exceed \$100,000. - The proposed engineering costs are well within the expected cost range of seven to eight percent of estimated construction costs.

**FISCAL IMPACT:** The project is funded in the FY 2009 budget and the balance of the project is proposed to be funded in the FY 2010 budget. The project also has been selected to receive a stimulus funding award in the amount of 3 million dollars.

**RECOMMENDATION:** Approval of consultant services authorization for Miller Legg and, Mock Roos and Associates, Inc. as attached.



**CONSULTANT SERVICES WORK AUTHORIZATION FORM**

This Consultant Work Authorization Form for Forest Hill Boulevard – “Section 2” Wellington Trace to Montauk Drive (Project) is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Village of Wellington, (“Village”) and Miller Legg and Associates (“Consultant”).

**RECITALS:**

WHEREAS, the Consultant entered into that certain Agreement for Consulting Services dated February 13, 2007 (“Agreement”) with the Village, and said Agreement is incorporated herein by reference; and,

WHEREAS, the parties desire to set forth a specific scope of services to be performed by the Consultant, the amount of compensation to be paid to the Consultant and the time in which the Consultant is to be paid and a completion date for such services and or work product.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. The Consultant shall perform the following services attached: See Exhibit A
3. The compensation for the above services shall be \$132,840.00 and in accordance with the Agreement.
4. The Consultant shall complete such services no later than Sept. 9, 2009 at which time the Consultant shall provide such services and or work product to the Village’s Contract Administrator for the above referenced Agreement. The parties understand that all terms and conditions of the Agreement are applicable and to the extent there is a conflict between this Consultant Services Work Authorization Form and the Agreement, the Agreement shall control.
5. This document shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

AUTHORIZED THE DATE AND YEAR STATED ABOVE.

Witnesses:

Village of Wellington

*Laura Kravush* by: *Bill A...*  
*Kelly Fenwick* Contract Administrator  
 5/22/09

Consultant

By: \_\_\_\_\_

Proposal No. 09-P0207

**EXHIBIT A – SCOPE OF SERVICES  
FOREST HILL BOULEVARD – “SECTION 2”  
Wellington Trace to Montauk Drive**

**1.0 PROJECT DESCRIPTION**

The Project is generally described as the following: Consultant shall provide topographic survey, engineering design and bidding assistance for the curbing, drainage and milling and resurfacing improvements at Forest Hill Boulevard from Wellington Trace to Montauk Drive (approximately 7,000 lf). In addition Consultant shall provide pedestrian lighting design and electrical design for Village monument signs (information signs).

The Project site is located within the Village of Wellington, Palm Beach County, Florida, Section 3, Township 44S, Range 41E.

**2.0. BASIS OF SCOPE**

**1.1 Survey:**

- Should the plat corner monuments necessary to control the site boundary be lost or obliterated, Consultant shall require additional fees to restore said corners.
- Topographic survey elevations will be shown at 500-foot intervals; invert elevations are not shown. A topo of roadway pavement will be measured. Elevations will be based upon National Geodetic Vertical Datum 1929
- Locations of underground utilities are based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.
- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to scope will be invoiced per the hourly Rate Schedule as an additional service.

**2.1 Subsurface Utility Engineering:**

- The utility markings are for design purposes only. One Call must be notified forty-eight (48) hours in advance of any excavation.
- Miller Legg and Associates will utilize the ASCE 38-02 guidelines for the collection and depiction of subsurface utilities.
- Accuracy of Geophysical Mapping methods, although highly reliable, is subject to outside interference. Depth, soil conditions, material conductivity, and other geological anomalies that may distort Electromagnetic and GPR frequencies.

- The Client will arrange the appropriate representatives to be present, at our request, to provide access to and supervision during the evaluation of utility vaults, transformers, and/or any other hazardous area involving a utility or structure. Miller Legg staff will not access any confined spaces.
- Miller Legg will make every effort possible utilizing state of the art technology to locate underground utilities and obstructions; however there are no guarantees that all underground structures will be detected. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination as provided with vacuum excavation. Therefore, due caution should be used when performing any subsurface excavation, and Miller Legg will not be liable for any damages that may occur.

## **2.2 Civil Engineering:**

- The current Miller Legg Project 06-00309 will be updated to include milling and resurfacing, drainage improvements, pavement marking improvements, stamped asphalt improvements (Duratherm) at intersections, sleeving to accommodate future improvements, pedestrian signal design, pedestrian lighting and Village information signs.
- The preparation and review process of the construction documents will be consistent with Florida Department of Transportation (FDOT) and the Village of Wellington (VOW). As such, all construction must meet the (FDOT) Green Book and Design Standards Manual and the VOW Engineering Standards. Should any of the existing roadway characteristics not meet the required criteria specified, additional design may be necessary and will be an additional service.
- A South Florida Water Management District (SFWMD) Letter Modification has been issued. No additional SFWMD permits are anticipated. The Village is responsible for obtaining a water use permit for the required irrigation improvements.
- Drainage improvements are required as designated by Mock Roos. Design of a main collection system (drainage) is not included. Drainage improvements will be accomplished in swales and/or exfiltration trenches in green areas. Drainage improvements under the pavement are not anticipated.
- Milling and resurfacing is required for the length of the Project. Consultant will provide paving plans, sections and pavement marking plans for the proposed road resurfacing. Stamped asphalt will be achieved with installation of Duratherm. The Village is responsible for selecting and or designing the stamped asphalt pattern. Consultant will provide plans and specifications.

- Water and sanitary sewer improvements are not required as part of this project. However, if available, Consultant shall include the location of the watermain currently under design by others.
- Utility adjustment plans are not required for this project. If determined necessary, they shall be the responsibility of each respective utility company.
- No traffic signals or pedestrian chirping signs are included for "Section 2" of Forest Hill Boulevard.
- Design of electrical requirements will be provided by the Consultant's subconsultant (EDA).
- Electrical design will be provided for the pedestrian lights, city signs and street signs. A total of forty (40) pedestrian lights (at intersecting roads) and up to two (2) Village signs/information signs are anticipated. The Village is responsible for selecting the decorative poles, selecting the light fixtures and for providing details and specifications for the Village signs. Consultant will incorporate the details provided by the Village into the plans and provide electrical design for the above-mentioned items.
- Consultant shall coordinate with the Village and FPL for service point locations.
- Field locations of existing trees within the right-of-way are not required. It is anticipated that all existing trees will be removed as part of the landscape improvements for the project.
- The existing area to be affected by the curb and grading to match existing is irrigated. It is anticipated that the landscape and irrigation plans provided by IBI will provide accommodations for the existing irrigation.
- Construction phase services are not included in this scope of work. Should the Village decide that construction phase services are required and to be provided by the Consultant, additional services will be necessary. Should the Village provide construction phase services, the Village will be responsible for all construction certifications.

### **3.0 VILLAGE OF WELLINGTON RESPONSIBILITIES**

- 3.1** Provide assistance and data that will be of valuable use on this Project
- 3.2** Provide right-of-way (ROW) maps and copies of supporting plats/deeds of the subdivisions. Maps and plats are to be in paper and electronic (AutoCAD) format.

- 3.3 Provide as-built records of all utility and drainage construction along Forest Hill Blvd. As-builts are to be in paper and electronic (AutoCAD) format.
- 3.4 Assist in utility company coordination to identify existing facilities (if any).
- 3.5 Provide standard Village of Wellington construction details. Details are to be in paper and electronic (AutoCAD) format.
- 3.6 Provide geotechnical services as necessary. Consultant will coordinate any requests with the Village and the Village will coordinate with its geotechnical engineer.
- 3.7 Provide construction contract "front end" documents.
- 3.8 The Village shall be responsible for providing and participating in any public awareness/participation programs necessary for this Project.
- 3.9 Be responsible for coordination of bidding and advertisement.
- 3.10 Provide payment of all regulatory agency fees.
- 3.11 Provide AutoCad plans of the Forest Hill Boulevard Landscape and Irrigation Improvements.

#### 4.0 SCOPE OF BASIC SERVICES AND FEE

The Project will be performed in the following tasks:

Task 1 **Topographic Survey** - Consultant shall prepare a topographic survey of asphalt pavement along Forest Hills Boulevard at 500 foot intervals and at high and low points. Elevations will be measured and shown at edges of pavement and at lane lines. This work will supplement the surveys obtained under Miller Legg Project 06-00309. Elevations will be based upon National Geodetic Vertical Datum 1929

FEE: Lump sum of \$ 4,250.00

Task 2 **Underground Utility As-built Survey** - Consultant shall prepare an as-built survey showing the locations of underground utilities as designated by Consultant's *Subsurface Utility Engineering* services (Task 3). The survey shall show locations along Forest Hill Boulevard, from edge of pavement to right-of-way line (along swales).

FEE: Lump sum of \$ 5,000.00

Task 3 **Subsurface Utility Engineering** – If needed, Consultant will provide subsurface utility investigation along Forest Hill Boulevard to identify potential

utility conflicts with the proposed drainage design. Conductive utilities will be marked utilizing geophysical prospecting techniques in conjunction with multi-frequency electromagnetic equipment utilizing radio and audio frequencies. Known non-conductive utilities will be mapped utilizing 2-D radar (if suitable soil conditions exist), above ground features, professional judgment, utility plats and/or as-built and recollections and will be noted on the CAD file excluding submarine cables and/or submersed utilities. If a non-conductive utility cannot be located by above mentioned practices, the client will be contacted to discuss alternative methods and additional fees. Utilities will be marked utilizing standard marking paint and/or flags to ensure accuracy in the collection of the information. The utility information will be shown in the as-built survey provided in Task 2 of this proposal.

FEE: Daily Rate of \$ 1,400.00

TOTAL FEE: Not to Exceed \$4,200.00 (3 days)

- Task 4      **Miscellaneous Topographic Survey and Locations** – If needed, Consultant shall obtain topographic and site specific information in areas needed for the design of the Project. Such information shall include, existing power poles, transformers / switch cabinets, location of future signs, etc.

FEE: Hourly Not To Exceed \$ 5,000.00

- Task 5      **Roadway Plans** - Consultant will amend the existing construction plans for the curbing, milling and resurfacing of Forest Hill Boulevard from Wellington Trace to Montauk Drive. Paving plans shall also include pavement marking plans and stamped asphalt improvements (Duratherm) at intersections. Consultant shall also incorporate the location of the watermain currently being designed by others. The following items are included in this task:

- Cover Sheet
- Key Sheet
- General Notes and Details
- Summary of Quantities and Pay Item Notes – Quantities will be in accordance with FDOT standard pay items.
- Typical roadway section sheet showing proposed construction improvements.
- Plan and profile sheets at 1"=20' scale using the aerial photo and surveyed topography as base drawings. Existing utility information to be provided by the VOW. The plan sheets will show milling and resurfacing improvements, the location of curbing, location of new drainage structures, demolition requirements and pathway improvement requirements. The profile will depict the existing edge of pavement profile on both sides of the roadway and location of proposed drainage and existing utilities.
- Sections every 500' depicting existing conditions, utilities and proposed milling & resurfacing.
- Drainage improvements based on design and recommendations provided by Mock Roos drainage study (Refer to Task 6 below).

- Pavement marking plans and stamped asphalt design at intersections / crosswalks (Duratherm).
- Erosion control plan to depict the location of erosion control measures provided in order to meet FDEP requirements for NPDES permitting.
- Coordination with the Village and the Village subconsultant's to provide utility sleeves for future utility expansions including water distribution system and future irrigation improvements.
- Design sleeves for future landscape accent lighting. Accent lighting to be designed by the Village subconsultant.
- Coordination the Village to determine the location of the proposed signage improvements to be shown on the construction drawings. Coordinate power requirements and supply power service to sign locations.
- Prepare summary of quantities and an opinion of probable construction cost at final submittal.
- Attendance at up to four (4) meetings with the VOW.
- Prepare and provide one (1) set of technical specifications for the planned improvements for the Village to use with its modified "front-end" documents. Village staff will prepare the project manual, and reproduce and distribute the complete contract documents (construction drawings and project manual) for bidding or negotiations.
- The construction of this project will be in accordance with the FDOT Standard Specifications for Road and Bridge Construction and VOW Engineering Standards.

FEE: Lump sum of \$ 41,200.00

**Task 6 Drainage Analysis and Design** – Consultant's sub consultant (Mock Roos) shall investigate the existing drainage system for location, pipe size and calculate system capacity based on observed conditions. Mock Ross will compare capacity to existing permit and proposed project requirements. Mock Ross shall also make recommendations for improvements needed to restore permitted capacities.

The intent of the study is to make necessary improvements that do not require a SFWMD permit. Drainage plans and specifications will be provided as part of the Roadway Plans (Task 6) to incorporate the drainage study recommendations. Stormwater runoff will be directed to proposed swales on each side of the roadway through FDOT open flumes or thorough connection to the existing drainage system within the swales. Exfiltration trench systems may be provided within the swales to provide additional storage capacity during rainfall events. Modifications to the main collection system are not included. No drainage outfalls are proposed.

FEE: Lump sum of \$ 27,330.00

**Task 7 Regulatory Agency Permitting** – Consultant will assist the Village with the permitting through the following regulatory agencies:

- Florida Department of Transportation – Roadway design review.
- USEPA/FDEP – NPDES Compliance (Stormwater Pollution Prevention Plans)
- Village of Wellington – Plan review

Permitting requirements for the above agencies will be determined and applications prepared and submitted on behalf of the Village for each permit required. No other agency permits are anticipated or included in this scope of work. Coordination and response to agencies questions and comments will be provided during the permitting process. Plan modifications and responses will be provided. It is anticipated that the Village and FDOT will require a 30%, 80% and 100% plan submittals.

FEE: Lump sum of \$ 11,500.00

Task 8 **Bidding Assistance** – Consultant shall provide the following services during the bidding assistance task:

- Coordination with Village staff, FDOT, and Contractors.
- Preparing responses to Contractor's questions, if necessary.
- Preparing addendums, if necessary.
- Reviewing Contractors' bid price proposals.
- Preparing a recommendation of award.
- Attendance at up to two meetings with the Village.

FEE: Lump Sum of \$6,000.00

Task 9 **Electrical Engineering** – Consultant's subconsultant (EDA) shall provide the following electrical engineering services:

- Coordination with Village staff, FPL and DOT.
- Electrical design for 40 FPL 13' decorative poles.
- Electrical design for up to two (2) Village signs.
- Electrical design for backlit street signs.
- Up to two (2) meetings with FDOT, VOW staff or the Building Department.
- Response to review comments (30%, 80%, 100%).

FEE: Lump Sum of \$14,500.00

Task 10 **Additional Meetings and Coordination** – Due to the fast track requirements for this Project, Consultant may attend additional meetings at the direction of the Client. This Task will include additional coordination/meeting attendance with the Village and/or FDOT. The fee for this Task shall be hourly not to exceed:

FEE: Hourly Not to Exceed of \$ 5,000.00



- Task 11      **Type I Categorical Exclusion – Consultant shall prepare a Type 1 -** Categorical Exclusion checklist and supporting memorandum / documentation. Services include the above documentation preparation, one (1) field visit to the Project site, and 8 hours of coordination meetings with Florida Department of Transportation (FDOT) and/or Client. Documentation and/or coordination beyond the above can be provided as an additional service.

FEE: Lump Sum of \$ 8,860.00

Any tasks not included above, including preparation of a Type 2 CE, can be provided under an additional services authorization.

### **OPTIONAL TASKS**

#### **FOREST HILL REGRADING**

In order to improve the existing drainage conditions of Forest Hill Boulevard, the Consultant will provide engineering design services to raise a 600' section of Forest Hill Boulevard. It is understood that the current elevation does not meet the existing SFWMD permit and is subject to flooding during intense storm events. The following are the Tasks associated with the regrading of the road:

- Task 12      **Topographic Survey (Headwater Circle to 4 Winds Road)** - Consultant shall prepare a topographic survey of approximately 600 feet of Forest Hills Boulevard at 100 foot intervals and at high and low points. Topographic elevations will be measured from 25 feet beyond right-of-way to 25 feet beyond right-of-way. Rim elevations of utility structures will be measured and shown.

FEE: Lump sum of \$ 3,000.00

- Task 13      **Forest Hill Regrading** – Consultant shall provide engineering services to raise a 600' section of Forest Hill Boulevard between Headwater Circle and 4 Winds Road. Consultant will raise the road approximately one (1) foot above its current elevation following proper FDOT, PBC and VOW standards and design guidelines for thoroughfare roadways. This design is to be incorporated into the plans completed under "Task 5". This "re-design" is intended to bring the roadway closer into compliance with the SFWMD permit. Design of the road may include the following elements:

- Full pavement design.
- Vertical Curves.
- Sidewalk and median design.
- Drainage improvements associated with the regrading of the road.
- Section views.

FEE: Lump sum of \$ 6,800.00

<b>FEE SUMMARY</b>				
<b>TASK NUMBER</b>	<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY NTE</b>	<b>MAXIMUM FEE</b>
<b>Task 1</b>	Topographic Survey	\$4,250.00	--	\$4,250.00
<b>Task 2</b>	Underground Utility As-Built Survey	\$5,000.00	--	\$5,000.00
<b>Task 3</b>	Subsurface Utility Engineering	--	\$4,200.00	\$4,200.00
<b>Task 4</b>	Miscellaneous Topographic Survey	\$5,000.00	--	\$5,000.00
<b>Task 5</b>	Roadway Plans	\$41,200.00	--	\$41,200.00
<b>Task 6</b>	Drainage Analysis and Design	\$27,330.00	--	\$27,330.00
<b>Task 7</b>	Regulatory Agency Permitting	\$11,500.00	--	\$11,500.00
<b>Task 8</b>	Bidding Assistance	\$6,000.00	--	\$6,000.00
<b>Task 9</b>	Electrical Engineering	\$14,500.00	--	\$14,500.00
<b>Task 10</b>	Additional Meetings & Coordination	--	\$5,000.00	\$5,000.00
<b>Task 11</b>	Type I Categorical Exclusion	\$8,860.00	--	\$8,860.00
	<b>TOTAL FEE</b>	<b>\$123,640.00</b>	<b>\$9,200.00</b>	<b>\$132,840.00</b>

**OPTIONAL TASKS**

<b>FEE SUMMARY</b>				
<b>TASK NUMBER</b>	<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY NTE</b>	<b>MAXIMUM FEE</b>
<b>Task 12</b>	Topographic Survey (Headwater Circle to 4 Winds Road)	\$3,000.00	--	\$3,000.00
<b>Task 13</b>	Forest Hill Regrading	\$6,800.00	--	\$6,800.00
	<b>TOTAL FEE (Optional Tasks)</b>	<b>\$9,800.00</b>	<b>--</b>	<b>\$9,800.00</b>

**CONSULTANT SERVICES WORK AUTHORIZATION FORM**

This Consultant Work Authorization Form for Forest Hill Boulevard – “Section 4” Birkdale Drive to State Road 7 (Project) is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Village of Wellington, (“Village”) and Miller Legg and Associates (“Consultant”).

**RECITALS:**

WHEREAS, the Consultant entered into that certain Agreement for Consulting Services dated February 13, 2007 (“Agreement”) with the Village, and said Agreement is incorporated herein by reference; and,

WHEREAS, the parties desire to set forth a specific scope of services to be performed by the Consultant, the amount of compensation to be paid to the Consultant and the time in which the Consultant is to be paid and a completion date for such services and or work product.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. The Consultant shall perform the following services attached: See Exhibit A
3. The compensation for the above services shall be \$99,900.00 and in accordance with the Agreement.
4. The Consultant shall complete such services no later than Sept. 9, 2009 at which time the Consultant shall provide such services and or work product to the Village’s Contract Administrator for the above referenced Agreement. The parties understand that all terms and conditions of the Agreement are applicable and to the extent there is a conflict between this Consultant Services Work Authorization Form and the Agreement, the Agreement shall control.
5. This document shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

AUTHORIZED THE DATE AND YEAR STATED ABOVE.

Witnesses:

Village of Wellington

*Laura Krasnow* By: *[Signature]*  
*Kelly Fenarolo* Contract Administrator

Consultant

By: \_\_\_\_\_

**FOREST HILL BOULEVARD - "SECTION 4"**  
**Birkdale Drive to State Road 7 (rev. 05/04/09)**

**1.0 PROJECT DESCRIPTION**

The Project is generally described as the following: Consultant shall provide topographic survey, engineering design and bidding assistance for the paving and milling and resurfacing improvements at Forest Hill Boulevard from Birkdale Drive to State Road 7 (approximately 6000 lf). In addition Consultant shall provide pedestrian lighting design, pedestrian signal design and traffic signal design for the Project.

The Project site is located within the Village of Wellington, Palm Beach County, Florida, Section 3, Township 44S, Range 41E.

**2.0. BASIS OF SCOPE**

**1.1 Survey:**

- Alta/Title Exception Review are *not* required.
- Should the plat corner monuments necessary to control the site boundary be lost or obliterated, Consultant shall require additional fees to restore said corners.
- Topographic survey elevations will be shown at 500-foot intervals; invert elevations are not shown. A topo of roadway pavement will be measured. Elevations will be based upon National Geodetic Vertical Datum 1929.
- Locations of underground utilities are based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.
- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to scope will be invoiced per the hourly Rate Schedule as an additional service.

**2.1 Subsurface Utility Engineering:**

- The utility markings are for design purposes only. One Call must be notified forty-eight (48) hours in advance of any excavation.
- Miller Legg and Associates will utilize the ASCE 38-02 guidelines for the collection and depiction of subsurface utilities.

conductivity, and other geological anomalies that may distort Electromagnetic and GPR frequencies.

- The Client will arrange the appropriate representatives to be present, at our request, to provide access to and supervision during the evaluation of utility vaults, transformers, and/or any other hazardous area involving a utility or structure. Miller Legg staff will not access any confined spaces.
- Miller Legg will make every effort possible utilizing state of the art technology to locate underground utilities and obstructions; however there are no guarantees that all underground structures will be detected. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination as provided with vacuum excavation. Therefore, due caution should be used when performing any subsurface excavation, and Miller Legg will not be liable for any damages that may occur.

## **2.2 Civil Engineering:**

- The preparation and review process of the construction documents will be consistent with Florida Department of Transportation (FDOT) and the Village of Wellington (VOW). As such, all construction must meet the (FDOT) Green Book and Design Standards Manual and the VOW Engineering Standards. Should any of the existing roadway characteristics not meet the required criteria specified, additional design may be necessary and will be an additional service.
- A South Florida Water Management District (SFWMD) is not anticipated. The Village is responsible for obtaining a water use for permit for the required irrigation improvements.
- Drainage improvements are not proposed nor included under this scope of services.
- Milling and resurfacing is required for the length of the Project. Consultant will provide paving plans, sections and pavement marking plans for the proposed road resurfacing. Stamped asphalt will be achieved with installation of Duratherm. The Village is responsible for selecting and or designing the stamped asphalt pattern. Consultant will provide plans and specifications.
- Water and sanitary sewer improvements are not required as part of this project. However, if available, Consultant shall include the location of the watermain currently under design by others.
- Utility adjustment plans are not required for this project. If determined necessary, they shall be the responsibility of each respective utility company.

- Field locations of existing trees within the right-of-way are not required. It is anticipated that all existing trees will be removed as part of the landscape improvements for the project.
- Construction phase services are not included in this scope of work. Should the Village decide that construction phase services are required and to be provided by the Consultant, additional services will be necessary. Should the Village provide construction phase services, the Village will be responsible for all construction certifications.

### **2.3 Traffic Engineering:**

- Forest Hill Boulevard is Village Roadway in the project location.
- The traffic and pedestrian signal will be maintained by the Village of Wellington.
- The pedestrian signal will be approved and permitted through the Village of Wellington, Palm Beach County and FDOT. Additional agency permits may be acquired through an additional service.
- FDOT Standard Specifications for Road and Bridge Construction, latest edition, will be used as the technical specification for this work. Any additional or technical special provisions necessary beyond the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, will be provided by the Village of Wellington.
- All plans will be prepared utilizing the latest version of AutoCAD.
- Design of chirping signs at four (4) intersections is provided under this scope. A total of sixteen (16) chirping signs will be provided. Plans shall include civil engineering, traffic engineering and electrical engineering details necessary for the construction of the pedestrian signs.
- Pedestrian "chirping" signals may require the use of a traffic signal. If necessary, overhead mounted signals/mast arms will be provided to regulate roadway traffic during the pedestrian crossing phases. Mast Arm design will be provided as an Additional Service.
- Is anticipated that survey information will be available from the Client. Geotechnical data will be available from the Village.
- The pedestrian signal infrastructure plans will be submitted to all of the utility companies identified within the project limits. The utility companies will provide service to the pedestrian signal and relocation services as needed for design conflicts.

pole foundations. If structural analysis and design is required, then an additional service will be provided.

- Design of electrical requirements will be provided by the Consultant's subconsultant (EDA).
- Electrical design will be provided for the Mast Arms at Stribling Drive, sixteen (16) chirping signs/crosswalks, pedestrian lights, city signs and backlit street signs. A total of fourteen (14) pedestrian lights (at intersecting roads) and up to three (3) Village signs/information signs are anticipated. The Village is responsible for selecting the decorative poles, selecting the light fixtures and for providing details and specifications for the Village signs. Consultant will incorporate the details provided by the Village into the plans and provide electrical design for the above-mentioned items.
- Consultant shall coordinate with the Village and FPL for service point locations.

### **3.0 VILLAGE OF WELLINGTON RESPONSIBILITIES**

- 3.1** Provide assistance and data that will be of valuable use on this Project
- 3.2** Provide right-of-way (ROW) maps and copies of supporting plats/deeds of the subdivisions. Maps and plats are to be in paper and electronic (AutoCAD) format.
- 3.3** Provide as-built records of all utility and drainage construction along Forest Hill Blvd. As-builts are to be in paper and electronic (AutoCAD) format.
- 3.4** Assist in utility company coordination to identify existing facilities (if any).
- 3.5** Provide standard Village of Wellington construction details. Details are to be in paper and electronic (AutoCAD) format.
- 3.6** Provide geotechnical services as necessary. Consultant will coordinate any requests with the Village and the Village will coordinate with its geotechnical engineer.
- 3.7** Provide construction contract "front end" documents.
- 3.8** Bear sole responsibility for providing and participating in any public awareness/participation programs necessary for this Project.
- 3.9** Be responsible for coordination of bidding and advertisement.
- 3.10** Provide payment of all regulatory agency fees.

Improvements.

#### **4.0 SCOPE OF BASIC SERVICES AND FEE**

The Project will be performed in the following tasks:

Task 1 **Topographic Survey** - Consultant shall prepare a topographic survey of asphalt pavement along Forest Hill Boulevard at 500 foot intervals and at high and low points. Elevations will be measured and shown at edges of pavement and at lane lines. Elevations will be based upon National Geodetic Vertical Datum 1929.

FEE: Lump sum of \$3,800.00

Task 2 **Base Mapping** - The Consultant will:

- A. Locate sufficient section corners, property corners, centerline markers and permanent reference monuments to verify/establish the existing right-of-way of Forest Hill Boulevard; and
- B. Prepare project baseline alignment and stationing for Forest Hill Boulevard. Project baseline **will not** be monumented.

FEE: Lump Sum of \$4,200.00

Task 3 **Miscellaneous Topographic Survey and Locations** – If needed, Consultant shall obtain topographic and site specific information in areas needed for the design of the Project. Such information shall include, existing power poles, transformers / switch cabinets, location of futures signs, etc.

FEE: Hourly Not To Exceed \$5,000.00

Task 4 **Roadway Plans** - Consultant will prepare construction plans for the milling and resurfacing of Forest Hill Boulevard from Birkdale Drive to SR 7. Paving plans shall also include pavement marking plans and stamped asphalt improvements (Duratherm) at intersections. Consultant shall also incorporate the show the location of the watermain currently being designed by others. The following items shall be provided as part of this task:

- Cover Sheet
- Key Sheet
- General Notes and Details
- Summary of Quantities and Pay Item Notes – Quantities will be in accordance with FDOT standard pay items.
- Typical roadway section sheet showing proposed construction improvements.



by the VOW. The plan sheets will show milling and resurfacing improvements, demolition requirements, pathway improvement requirements and existing utilities. Profile sheets will not be provided.

- Sections every 500' depicting existing conditions, existing utilities and proposed milling & resurfacing
- Pavement marking plans and stamped asphalt design (Duratherm).
- Erosion control plan to depict the location of erosion control measures provided in order to meet FDEP requirements for NPDES permitting.
- Coordination with the Village and the Village subconsultant's to provide utility sleeves for future utility expansions including water distribution system and irrigation future improvements.
- Design sleeves for future landscape accent lighting. Accent lighting to be designed by the Village subconsultant.
- Coordination the Village to determine the location of the proposed signage improvements to be shown on the construction drawings. Coordinate power requirements and supply power service to sign locations.
- Prepare summary of quantities and an opinion of probable construction cost at final submittal. .
- Attendance at up to four (4) meetings with the VOW.
- Prepare and provide one (1) set of technical specifications for the planned improvements for the Village to use with its modified "front-end" documents. Village staff will prepare the project manual, and reproduce and distribute the complete contract documents (construction drawings and project manual) for bidding or negotiations.
- The construction of this project will be in accordance with the FDOT Standard Specifications for Road and Bridge Construction and VOW Engineering Standards.

FEE: Lump Sum of \$39,900

#### Task 5

**Regulatory Agency Permitting** – Consultant will assist the Village with the permitting through the following regulatory agencies:

- Florida Department of Transportation – Roadway design review.
- USEPA/FDEP – NPDES Compliance (Stormwater Pollution Prevention Plans)
- Village of Wellington – Plan Review

Permitting requirements for the above agencies will be determined and applications prepared and submitted on behalf of the Village for each permit required. No other agency permits are anticipated or included in this scope of work. Coordination and response to agencies questions and comments will be provided during the permitting process. Plan modifications and responses will be provided. It is anticipated that the Village and FDOT will require a 30%, 80% and 100% plan submittals.

- Task 6      **Bidding Assistance** – Consultant shall provide the following services during the bidding assistance task:
- Coordination with Village staff, FDOT, and Contractors.
  - Preparing responses to Contractor's questions, if necessary.
  - Preparing addendums, if necessary.
  - Reviewing Contractors' bid price proposals.
  - Preparing a recommendation of award.
  - Attendance to up to two meetings with the Village.

FEE: Lump Sum of \$6,000.00

- Task 7      **Electrical Engineering** – Consultant's subconsultant (EDA) shall provide the following electrical engineering services:
- Coordination with Village staff, FPL and DOT.
  - Electrical design for 14 FPL 13' decorative poles.
  - Electrical design for up to four (4) Village signs.
  - Electrical design for backlit street signs.
  - Up to two (2) meetings with FDOT, VOW staff or the Building Department.
  - Response to review comments (30%, 80%, 100%).

FEE: Lump Sum of \$12,000.00

#### **PEDESTRIAN SIGNAL DESIGN**

- Task 8      **Research, Coordination & Meetings** - Consultant shall obtain current traffic signal specifications, signal timings and signal coordination guidelines for use during final design. Consultant shall attend up to two (2) meetings with the Client and/or Regulatory Agencies and provide coordination to complete the Project. Additional meetings or coordination services beyond this task shall be provided as an additional service.

FEE: Lump sum of \$ 2,500.00

- Task 9      **Pedestrian Signal Design** - Consultant shall provide design of "chirping" countdown pedestrian signals at three (3) intersections within "Section 4". The pedestrian signals will include, as necessary, overhead signals, pedestrian detection and signalization, timings and phasings. The design plans will utilize the same standards as mentioned in section 4.2 of this scope.

FEE: Lump sum of \$ 8,500.00

- Task 10      **Utility Coordination** - Consultant will submit the conceptual signal and pedestrian design to utility companies' contacts provided by the Village of

Wellington. The purpose of this submittal is to establish the existing utilities, above-ground and underground, that are within the area of proposed improvements. Consultant will plot the data obtained from the utility coordination submittals on the Engineering plans.

FEE: Lump sum of \$ 2,500.00

**Task 11 Additional Meetings and Coordination** – Due to the fast track requirements for this Project, Consultant may attend additional meetings at the direction of the Client. This Task will include additional coordination/meeting attendance with the Village and/or FDOT. The fee for this Task shall be hourly not to exceed:

FEE: Hourly Not to Exceed of \$ 5,000.00

FEE SUMMARY				
TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE	MAXIMUM FEE
Task 1	Topographic Survey	\$3,800.00	--	\$3,800.00
Task 2	Base Mapping	\$4,200.00	--	\$4,200.00
Task 3	Miscellaneous Topographic Survey	--	\$5,000.00	\$5,000.00
Task 4	Roadway Plans	\$39,900.00	--	\$39,900.00
Task 5	Regulatory Agency Permitting	\$10,500.00	--	\$10,500.00
Task 6	Bidding Assistance	\$6,000.00	--	\$6,000.00
Task 7	Electrical Engineering	\$12,000.00	--	\$12,000.00
Task 8	Research, Coordination & Meeting	\$2,500.00	--	\$2,500.00
Task 9	Pedestrian Signal Design	\$8,500.00	--	\$8,500.00
Task 10	Utility Coordination	\$2,500.00	--	\$2,500.00
Task 11	Additional Meetings & Coordination		\$5,000.00	\$5,000.00
	<b>TOTAL FEE</b>	<b>\$89,900.00</b>	<b>\$10,000.00</b>	<b>\$99,900.00</b>



May 6, 2009

Mr. Rick Greene  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, FL 33414

Ref. No. A9737.00  
Subject: Forest Hill Boulevard Section 3 Improvements

Dear Rick:

We are submitting the attached **REVISED Proposal To Provide Professional Services for Forest Hill Boulevard Section 3 Improvements**. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the described Scope of Services for a lump sum fee of \$99,505. We suggest budgeting \$10,000 for potential additional services which may be requested by the Village.

If you have any questions please contact me at 683-3113, extension 216. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



Thomas A. Biggs, P.E.  
Executive Vice President

TAB:cbm  
Enclosure  
Copies: Derek L. Zimmerman  
Bookkeeping

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Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

## **Proposal To Provide Professional Services For Forest Hill Boulevard Section 3 Improvements**

**Services to be provided by:** Mock•Roos

**Services provided to:** Village of Wellington (Village)

**Proposal Date:** May 6, 2009

### **Proposal Terms**

#### **A. Project Description:**

The Village is planning to make curbing, sidewalk, landscaping, signage, and drainage improvements to approximately 3.5 miles of Forest Hill Boulevard from Wellington Trace on the north to State Road 7 on the East. This stimulus grant funded project is divided into 3 sections and requires the proposed improvements to comply with existing permits and not require any new permits from regulatory agencies. Section 3 (the middle section) extends from Montauk Drive to Birkdale Drive.

Mock•Roos will provide engineering and surveying services as outlined in **B. Scope of Services** below.

#### **B. Scope of Services:**

1. Calculate the right-of-way alignment of Forest Hill Boulevard for this section of the Project. Right-of-way will be based on existing adjacent plats and deeds of record as noted on the Palm Beach County Property Appraiser's Public Access System. Research horizontal, vertical control and prepare a field control sheet for the right-of-way alignment. The estimated roadway right-of-way will be a graphic representation generated utilizing recorded plats and field located evidence of property corners.
2. Recover and/or reset horizontal and vertical control. Obtain topographic information to supplement the 2007 Palm Beach County aerial photogrammetry to be utilized in developing construction drawings for the project. Topography will be limited to above ground visible evidence, if accessible, of visible above ground utilities, canals and roadways within 25 feet of the right-of-way corridor. Provide cross sections every 500 feet within the portion of the roadway corridor to be milled and resurfaced and every 200 feet within the portion to receive new curb. Additional topography will be obtained at the Forest Hill Boulevard intersection with 1) Wellington Trace, 2) South Shore Boulevard, and 3) Birkdale Drive. Cross sections will extend to the right-of-way lines. Elevations will be based upon National Geodetic Vertical Datum 1929. Survey is not to be considered an ALTA survey.

3. Establish a baseline of survey and set baseline reference points at 1,200 foot intervals and set permanent Benchmarks at 600 foot intervals.
4. Prepare a Topographic basemap for the planned improvements.
5. Investigate existing drainage system for location, pipe size, and apparent condition. Calculate system capacity based on observed condition. Compare capacity to existing permit and proposed project requirements. Make recommendations for improvements needed to restore permitted capacities.
6. Evaluate <sup>and provide design for</sup> existing handicap ramps for conformance with current design standards.
7. Design and prepare milling and resurfacing, curbing, walkway, and drainage system improvement construction drawings including plan sheets at a scale of 1"=20' scale, cross-section sheets with design sections as appropriate to define work for potential contractors. The drawings will include typical sections and Signing and Pavement Marking sheets.
8. Coordinate with the Village Utilities Department to obtain and review existing utility as-built information as necessary. This information will be included on the construction drawings.
9. Coordinate with Village Utilities Department to design utility sleeves to provide for future utility expansions, including the water distribution system improvement project currently under design.
10. Design pedestrian lighting consistent with Forest Hill Boulevard Improvement Plan at each intersecting road (18 light poles are anticipated).
11. Design pedestrian crossings at Wellington Trace, Southshore and Birkdale Drive intersections. Crossings will include <sup>count-down</sup> ~~chirping~~ crossing signals and durotherm pavement.
12. <sup>Coordinate with Village to determine</sup> ~~Design~~ sleeves for future landscape accent lighting. Landscape lighting to be designed by others.
13. Coordinate with other Village Departments to determine the location of the proposed signage improvements and future landscaping to be shown on the construction drawings. Coordinate power requirements and supply power service to proposed sign locations.
14. Provide FPL and other non-Village utilities located in the right-of-way with courtesy set of preliminary construction drawings to coordinate potential conflicts with their existing facilities, if any.
15. Review provided geotechnical information for completeness. Identify to Village any additional geotechnical information needed for design.
16. Coordinate with Miller Legg as necessary to assist them in preparing the FDOT required environmental statement and categorical exclusion.
17. Design sleeves for future landscape irrigation systems, to be designed by others, to support the future landscape materials.

18. Coordinate with the Village staff and FDOT as necessary during design phase. This includes meetings with Village staff to review 30-percent complete drawings and 80-percent complete drawings. Fee includes up to 4 formal meetings with Village's Forest Hill Team separate from the 30%, 80%, and 100% reviewing meetings.
19. Prepare an "Engineer's Opinion of Probable Construction Cost" at 80-percent and 100-percent complete design for the planned improvements.
20. Assist Village to incorporate grant required contract requirements into Village standard "front-end" documents.
21. Prepare and provide one (1) set of technical specifications and bid form for the planned improvements for the Village to use with its modified "front-end" documents. Village staff will prepare the project manual, and reproduce and distribute the complete contract documents (construction drawings and project manual) for bidding or negotiations.
22. Provide the Village with bid phase assistance. Assistance will consist of:
  - A. Coordinating with Village staff, FDOT, and Contractors.
  - B. Attending a prebid <sup>meeting on</sup> ~~meeting~~ with prospective bidders.
  - C. Preparing responses to Contractor's questions, if necessary.
  - D. Reviewing Contractors' bid price proposals.
  - E. Preparing a recommendation of award.

**C. Additional Services:**

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by Village will be considered Additional Services.
3. Utility locate services, if requested, will be considered additional services.
4. Additional coordination meetings with FDOT, if requested, will be considered additional services.
5. Additional Services can be provided upon Mock•Roos receiving signed authorization from Village.

**D. Fees and Rates:**

1. Mock•Roos will complete the Scope of Services for the lump sum fee of \$99,505.
2. Mock•Roos can provide other Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

**E. Conditions:**

1. All terms in this proposal become valid upon Mock•Roos receiving one complete copy of this proposal with an original signature as authorization to proceed with the Scope of Services.
2. This Proposal is based on the Scope of Services being completed within 120 days of Village acceptance. If not completed by this date for reasons other than those within control of Mock•Roos, all terms may be adjusted by ~~Mock•Roos~~. Village
3. This proposal serves as a supplement to the general agreement between Mock•Roos and Village dated March 20, 2007.
4. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

**F. Acceptance and Authorization to Proceed:**

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one complete copy of this form with an original signature below.

VILLAGE

Signed: Name: Rick GreeneTitle: Principal Project ManagerDate: 5/22/09

MOCK•ROOS

Signed: Name: Thomas A. Biggs, P.E.Title: Executive Vice PresidentDate: May 6, 2009

**Please return one complete copy of this form  
with an original signature to Mock•Roos. Thank you.**



[illegible]

**Mock, Roos and Associates, Inc.**  
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May 5 1960

6. A

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Student Art Presentation

**ACTION REQUESTED:** Discussion ☒ Approval ☐

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** The Wellington Art Society has requested recognition of student artists participating in the Student Art Program.

**EXPLANATION:** For the past three years, the Village of Wellington and the Wellington Art Society have presented the Student Art Program, exhibiting the artwork of elementary, middle and high school students in Wellington. These works of art are displayed on a four month rotation throughout the year. The art currently displayed in the lower level of the Wellington Community Center has been submitted by elementary school students who attend Wellington elementary schools or live in Wellington. The current display period began May 11<sup>th</sup>, and will remain until September 16, 2009.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A

6. B

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Employee Recognition Program for the Month of May 2009

**ACTION REQUESTED:** Discussion ☒ Approval ☐

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** To recognize an employee selected by Village staff for the month of May 2009 as part of the "Employee of the Month" Recognition Program.

**EXPLANATION:**

**Jason Griffin, GIS Analyst for the month of May, 2009**

Jason Griffin is currently the only member of the GIS Staff, yet he has gone above and beyond to ensure that **all** departments have received the maps and information they need in a timely manner. He also works hard to ensure the GIS system is maintained and available to provide new tools and opportunities.

One of the tools Jason created was a "webmap" - a tool that allows an employee to add banner locations throughout the Village. In the past, in order to add a banner, several steps were involved including the printing of large maps, hand drawing of information, and then manual data entry to ensure accuracy. Because there were so many steps involved in the previous process, adding banners was a difficult and time consuming task.

With Jason's new "webmap," an employee can enter all the banner information directly on the map, fill out the information online, and publish the data. By creating the webmap tool, Jason enabled the Village to save approximately 20 hours of work, and countless pieces of paper and printing supplies. He has also created an environment of excellence and teamwork.

We congratulate Jason Griffin and thank him for his dedication to the Village!

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends that Council recognize the "Employee of the Month", Jason Griffin for the month of May 2009.

6. C

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Introduction of the Village's Community Advocates

**ACTION REQUESTED:** Discussion ☒ Approval ☐

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** To introduce the Village's Community Advocates.

**EXPLANATION:** In line with the Village's Safe Neighborhoods Program, the Community Advocates are now in place having started on May 11, 2009.

The Community Advocates priorities will be:

1. Identify the owner-occupied units and rental units that are well maintained.
2. Form a core neighborhood group who will form the neighborhood crime watch and neighborhood project groups.
3. Develop a framework for community meetings.
4. Identify the units with the most significant appearance and maintenance problems.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A

7. A

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** ORDINANCE 2009-01 (NOISE STANDARDS)

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO NOISE STANDARDS; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA BY AMENDING CHAPTER 36, "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III, "NOISE STANDARDS"; SEC. 36-32, "EXEMPTIONS" TO INCLUDE USE OF EQUIPMENT ASSOCIATED WITH NORMAL MAINTENANCE OF A GOLF COURSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☒ No ☐

**FIRST READING** ☒

**SECOND READING** ☐

**REQUEST:** This item is being presented at the request of the current golf course operators. The request is to provide a specific exemption from noise standards relating to use of landscaping equipment at golf courses prior to 7:00 a.m. Current code prohibits use of such equipment prior to 7:00 a.m., Monday through Saturday, and prior to 9:00 a.m. on Sunday.

**EXPLANATION:** Current noise standards applicable to golf course landscape equipment prohibit the use of such equipment prior to 7:00 a.m., Monday through Saturday, and prior to 9:00 a.m. on Sunday. Local golf course operators have indicated this is too restrictive and could limit number of rounds of golf played and impact their long term viability. The proposed amendment would allow golf course maintenance activities to begin at 6:00 a.m., a time that more closely follows industry standards. It should be noted that both Bink's Forest and the Wanders Club have current active code violations.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Staff recommends approval of the proposed amendment to grant an exception to the noise standards for golf course landscape maintenance to allow use of landscape equipment beginning at 6:00 a.m. on a daily basis.

**ORDINANCE NO. 2009-01**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO NOISE STANDARDS; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA BY AMENDING CHAPTER 36, "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III, "NOISE STANDARDS"; SECTION 36-32, "EXEMPTIONS" TO INCLUDE USE OF EQUIPMENT ASSOCIATED WITH NORMAL MAINTENANCE OF A GOLF COURSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this ordinance is enacted pursuant to Article VIII of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Village of Wellington, and the police powers of the Village; and

**WHEREAS**, the Village Council has determined that the sound emitted from the operation of equipment for maintenance of golf courses is an activity that is customarily associated with operation of public or private courses; and

**WHEREAS**, the Village Council finds that the use of maintenance equipment may occur earlier than 7:00 a.m., based upon the use characteristics of golf courses, as many golf courses establish 7:00 a.m. as the earliest tee time and greens and fairways are subject to maintenance prior to that time; and

**WHEREAS**, the Village Council acknowledges that early operation of maintenance equipment may have some adverse impact on residents on property surrounding on a golf course; and

**WHEREAS**, the Village Council finds that allowing golf courses to begin maintenance activities represents a reasonable use of golf course property.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, THAT:**

**SECTION 1:** Chapter 36, "Offenses and Miscellaneous Provisions", Article III, "Noise Standards", Section 36-32: "Exemptions", of the Code of Ordinances is hereby amended to read as follows:

Section 36-32. Exemptions.

The following shall be exempted from the standards of this section:

- (1) Sound emitted from the operation of motor vehicles legally operating on any public right-of-way, which are regulated by F.S. Ch. 316, the Uniform Traffic Control Law.
- (2) Any noise generated by activities to the extent such activities are preempted by applicable state or federal laws or regulations.
- (3) Any noise generated as a result of emergency work, as a danger-warning device, or for the purpose of alerting persons to the existence of any emergency.
- (4) Any noise generated by any government sanctioned activity conducted on public land.
- (5) Any noise generated within any public right-of-way, including parades, when appropriately sanctioned by the governing body.
- (6) Non-amplified crowd noises at sporting events.
- (7) Sound emitted from the operation of equipment associated with maintenance of public or private golf courses when the equipment is utilized in the normal operation and operating hours of a golf course, provided the equipment is used only between the hours of 6:00 a.m. and 7:00 p.m. daily.

**SECTION 2:** Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause or phrase of any prior Village Ordinance, Resolution, or municipal Code provision, then in that event the provisions of this Ordinance shall prevail to the extent of such conflict.

**SECTION 3.** Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

**SECTION 4.** The provisions of this Ordinance shall become effective immediately upon passage on second final reading.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2009, upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2009, on second and final reading.

**VILLAGE OF WELLINGTON**

	<b>FOR</b>	<b>AGAINST</b>
BY: _____ Darell Bowen, Mayor	_____	_____
_____ Dr. Carmine A. Priore, Vice Mayor	_____	_____
_____ Lizbeth Benacquisto, Councilwoman	_____	_____
_____ Matt Willhite, Councilman	_____	_____
_____ Howard K. Coates, Jr., Councilman	_____	_____

**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney



**MEMORANDUM**

**TO: Mayor & Village Council**

**FROM: Marty Hodgkins**

**CC: Paul Schofield, Jeffrey s. Kurtz, John Bonde, Jim Burns,  
Francine Ramaglia, Awilda Rodriguez**

**DATE: June 1, 2009**

**SUBJ: Ordinance Exemption Golf Course Operators from Noise  
Ordinance during the Hours of 6:00 a.m. & 6:00 p.m. daily**

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The Council considered and tabled the Noise Ordinance Exemption for Golf Courses on January 13, 2009. On May 26, 2009, staff was directed to bring the item back for consideration. Staff notes that information regarding the public hearing has been mailed to the presidents of the seven affected neighborhood associations.

The proposed ordinance to be considered by the Village Council, would create an exception for the operation of golf course equipment and thus allow the golf courses to begin their maintenance operations at 6:00 a.m. daily. The proposed ordinance will henceforth be referred to as the exemption ordinance. This exemption ordinance has been requested by the golf course operators within the Village.

**Current status of Golf Course Operators and  
Code Enforcement Actions**

**Binks Forest Golf Course** - Binks Forest Golf Course begins its maintenance operations at approximately 6:00 a.m. every day. They were brought before the Special Magistrate in April and found to be in violation. The Special Magistrate ordered them to come into compliance by April 24, 2009 or face a fine of up to \$250 per day. Binks Forest has not come into compliance and currently is accruing fines of \$250 per day. Binks Forest has not indicated they will come into compliance with the Village's current noise ordinance prior to the Council's consideration of the exemption ordinance. By the time of the April meeting, Binks Forest will be subject to accrued fines of over \$11,000. Binks Forest appeared at the May 21, 2009 Code Enforcement hearing and requested a

continuance on the fine assessment hearing until June 18, 2009. The continuance does not materially affect the Village's position as the fines continue to accrue on a daily basis, and are all subject to being assessed.

**Wanderers Golf Club** - The Wanderers Golf Club currently begins its golf course maintenance operations at approximately 7:00 a.m. each morning. Prior to being cited for noise violations in the March/April time period they had been initiating their operations prior to 7:00 a.m. On April 26, 2009, the Wanderers Golf Club was cited for violating the noise ordinance prohibiting and operating lawn equipment prior to 9:00 a.m. on Sundays. The Special Magistrate at the May 21<sup>st</sup> hearing found them to be in violation and ordered them to comply by May 26<sup>th</sup> or face a fine of up to \$150 a day. On May 31<sup>st</sup>, code Inspectors observed the golf course maintenance operations beginning before 9:00 a.m. but did not observe them using mechanical equipment. Residents were contacted and they indicated they did not hear any equipment operating prior to 9:00 a.m.

**Palm Beach Polo** – It is the Village's staff's understanding that the Palm Beach Polo golf course maintenance operations do occur prior to 7:00 a.m. Monday through Saturday and prior to 9:00 a.m. on Sundays, but there have been no complaints about the operations and since this violation is one for which the Village only inspects once there has been resident complaints, no code enforcement action is presently ongoing.

### **History of Golf Course Operations and Village Enforcement**

The three currently operating golf courses and the former Greenvue Golf Course historically began their maintenance operations prior to 7:00 a.m. daily. This is consistent with the practice of most golf courses in Palm Beach County and the rest of Florida. Golf courses, especially those open to the public, will generally allow golfers to tee off around 7:00 a.m. Each green takes about 15 minutes to cut, so the golf course operators like to give their greens technicians some lead time on the golfers so the playing and cutting activities do not interfere with each other.

The Village noise ordinance has been in place since 1999. It has not been changed since its adoption. Enforcement of the noise ordinance whether the noise stems from golf course operations or any other source has been done on a complaint basis. Until the last year or so, complaints arising from the operation of the golf course equipment have been minimal and very sporadic. The staff is unaware of any such violation being brought before the Special Magistrate or the Code Enforcement Board until just recently. Former operators of the local courses have indicated that on the rare occasions someone complained, they might alter the mowing patterns to accommodate the individual complaint, if they were still able to complete the preparation of the greens without interfering with play.

Staff does not have any records of the prohibition on the operation of lawn and garden equipment prior to 7:00 a.m. being construed to exclude golf course operations.

**Cutting the Baby in Half  
6:30 or Decibel Levels**

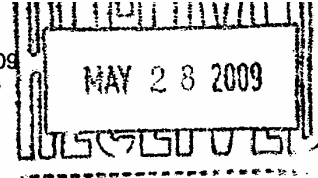
After the Village Council tabled the exemption ordinance, Village staff considered other measures of enforcement or the possibility of moving the tee time back by 30 minutes instead of a full hour. First as to moving the beginning time to 6:30 a.m., the golf courses will still complain that 6:30 a.m. is not early enough as this does not give them an adequate buffer between the green technicians and the golfers. This is especially true as the golfers who like to get out and play early generally are the golfers who play fastest and therefore would be likely to catch up with the mowing around the 6<sup>th</sup> or 7<sup>th</sup> hole. When their position is balanced with the fact that no complainant has advised the Village staff that any time before 7:00 a.m. would be acceptable to them, it is recommended the time either be altered by the full hour or not at all.

The Village staff did go out to the golf courses and conducted several noise level readings. The results of the noise tests indicate the noise emitted from the lawn equipment did not rise sufficiently above the ambient noise levels to be in violation of the 50 decibel level which is the minimum reading that currently creates a violation, at any time of the day in the Village. Noise level readings will be affected by the ambient noise, weather conditions, and of course proximity to the source of the sound. Staff believes that these variables will result in an enforcement nightmare, as code enforcement officers would have to measure the sound levels every time there was a complaint, and even though it was being emitted by the same equipment, the variables of location and weather conditions would effect on a daily basis the exact measurement of sound and therefore whether a violation did or did not exist. The current bright line test in noise carrying over a property is easier to enforce, and give both the golf course operator and the resident more surety as to what the outcome of a complaint and enforcement action will be.

Therefore staff recommends either maintaining the current standard or moving the time back by a full hour. The recommendation in the ordinance is to allow golf course maintenance to occur daily from 6:00 a.m. to 7:00 p.m.

WADE R. BYRD, P.A.  
MICHEL BYRD ELLIS \*  
\* MEMBER OF NEW YORK AND FLORIDA BAR

WADE R. BYRD, P.A.  
350 ROYAL PALM WAY, SUITE 409  
PALM BEACH, FLORIDA 33480  
TELEPHONE (561) 832-6929  
TELEFAX (561) 832-9066



HARRY W. STEWART, JR.  
(1907-1988)

February 18, 2009

VIA FACSIMILE ( 791-4740)  
AND U.S. MAIL

Mr. Marty Hodgkins  
Village of Wellington  
Planning and Zoning Division  
14000 Greenbriar Avenue  
Wellington, FL 33414

Re: Ordinance To Allow Earlier Maintenance  
Time For Golf Courses

Dear Mr. Hodgkins:


On behalf of the Wanderers Club, 1900 Aero Club Drive, Wellington, Florida 33414, we hereby request that the applicable Ordinance in the Village of Wellington be immediately amended and/or replaced by a new Ordinance so as to allow for earlier time for golf course maintenance.

In order to properly prepare the golf course for play and to protect the golf course workers in their ability to get ahead and stay ahead of golfers in preparing the course for daily play, we hereby request that golf courses in Wellington be allowed to start golf course maintenance at 6:00 a.m. each day. Such time would allow us to properly prepare the course for play. Also, it allows the golf course workers to stay ahead of the golfers which is a safety concern for us, as well as preparing the tees, greens, driving range and fairways for play.

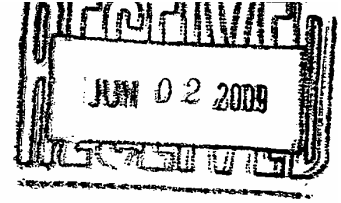
Please let us know if we can furnish any additional or further information so we can get this request before the Village Council.

With appreciation,

Very truly yours,

  
WADE R. BYRD

WRB:fww  
pc: Mr. John Goodman  
Mr. Jim Campitelli  
Mr. John Wash



June 1, 2009

Mr. Marty Hodgkins  
Director of Planning and Zoning  
12794 Forest Hill Blvd., Suite 23  
Wellington, FL 33414

Re: Amendment to Village ordinance to allow maintenance to begin at 6:00 AM

Dear Mr. Hodgkins:

Aquila Binks Forest Development, LLC is submitting this letter of support for the proposed amendment to the existing noise ordinance which will allow golf courses in The Village of Wellington to begin maintenance operations at 6:00 AM everyday of the week.

Not only has this been the practice in Wellington since the golf course was developed and put into operation over 20 years ago, but it is also the practice of just about every golf course that we have surveyed in Palm Beach County. Without the changes to the existing ordinance, we would be precluded from booking prime time tee times which are early morning every day of the week and especially on the weekends, potentially eliminating as much as \$1,000,000 of annual revenue. Needless to say, without being able to sell prime time tee times, the economic viability of the golf course would be destroyed. It is our contention that the ordinance was not meant to apply to golf courses for several reasons, both because it has not until recently been enforced and the specific language refers to use of "lawn and garden" equipment, which are terms customarily used with respect to single family homes. We further contend that no semi-private or daily fee course in Palm Beach County could survive if the interpretation of the existing ordinance were applied to golf courses.

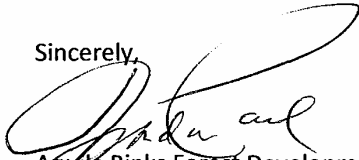
While we are understanding of the very few people who may have complained about the noise from the mowers in the early morning, we strongly believe that when weighed against the benefit to the community at large and the uplift in property values of the homeowners who live on or near Binks Forest Golf Club, there is no logical choice other than to pass the new proposed ordinance.

We have invested millions of dollars into this golf course and the clubhouse which is providing the community not only with a high quality golf experience, but also with a place to gather and hold weddings, parties, and large charity events in an elegant setting, under a roof with excellent food and beverage service.

From a maintenance perspective, our maintenance crew needs at least a one hour head start to get out in front of and stay in front of golfers who will tee off as early as 7:00 AM. This is not only for the safety of the golf maintenance crew, but also to make sure the maintenance crew does not have to slow their progress which they would have to do if the golfers caught up with them during play. This would add significant additional cost to the golf course operations.

In order to remain a viable business, remain competitive with other Palm Beach County golf courses, and to allow us to provide a superior golf course experience to many thousands of golfers in Wellington and the surrounding areas, we strongly urge you to implement the changes to the noise ordinance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jordan Paul", written over a horizontal line.

Aquila Binks Forest Development, LLC

Jordan Paul

Thomas Weber

Patrick Toomey

Terry Strongin



*Village of Wellington*

**TO:** Mayor and Council

**FROM:** Marty Hodgkins, AICP, PZB Director

**THRU:** Paul Schofield, Village Manager

**SUBJECT:** Proposed Amendment to Chapter 36, "Offenses and Miscellaneous Provisions", Article III, "Noise Standards" of the Code of Ordinances Relating to an Exemption for Maintenance of Golf Courses

**DATE:** December 22, 2008

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**BACKGROUND.**

Recently, the issue of early morning golf course noise caused by use of landscaping and maintenance equipment has been raised by both affected residents and affected golf courses.

The affected residents have indicated their displeasure with the noise caused by trucks, lawn mowers, and other equipment associated with maintenance of tees and greens. This is noise that begins in advance of the early tee times often scheduled by golf courses. The complaints from residents have occurred on both weekdays and weekends.

By the normal and customary operation of golf courses, maintenance to repair previous day's damage and to prepare for play on the current day often begins prior to the first scheduled tee time. This early start time is necessary as tee times often are scheduled to begin at 7:00 a.m.

At present, the Village's noise code prohibits operation of landscape maintenance equipment prior to 7:00 a.m. on Monday through Saturday and prior to 9:00 a.m. on Sunday. Enforcement of the noise restrictions on golf courses has not occurred in the past the early morning maintenance was considered as part of the normal activities associated with operation of a course. Village staff has discussed this issue with the operators of the Bink's Forest and Wanderer's golf courses. Both operators agree that enforcement of the current code provisions would be harmful, and could limit the number of golfers that could use each course. Letters in support of this code amendment have been sent by the Wanderer's Club and Bink's Forest Golf Course and are attached as Exhibit "A".

Staff also notes that a meeting with approximately 15 representatives of the Lakefield North Home Owners Associated was held on December 19<sup>th</sup>. At that meeting, the issue of early

morning maintenance activity was discussed, and the general consensus was that the maintenance should be deferred until 7:00 a.m.

**DISCUSSION.**

Approximately 1,100 residential units abut the Village's three operational golf courses and one non-operational course: the Bink's, Wanderer's and Polo courses are operational, while the Greenview Cove course is not. The location of the four courses is indicated in Exhibit "B". This total does not include that portion of the Polo course located north of Forest Hill Boulevard. The concerns about early morning golf course noise have been expressed only by some residents abutting the Wanderer's and the Bink's courses; no concerns have been voiced about the Polo course.

The problem is somewhat of a classic land use conflict: the owners of properties abutting a golf course enjoy the amenity, open space and associated increase in value but object to certain activities that maintain the appearance and desirability of that same amenity. The three active courses are public or semi-public; play is not limited just to residents of the development or to club members. The owners of property abutting the courses and the owners of each course have property rights: (1) the residential owners have a right to peaceful enjoyment of their property; and (2) the course owners have an expectation operate in a fashion that is normal and customary for such facilities. In all three cases, the golf courses were integral elements of the development approval process, and have been in operation for many years. In fact, construction of the courses usually pre-dates the construction of abutting residential units.

**RECOMMENDATION.**

Exhibit "C" is the proposed amendment to the Village's current noise standards. The proposed amendment, as indicated on Page 2 of the attachment, allows golf course operators to begin maintenance operation at 6:00 a.m. The effect of the amendment will allow golf course operators to begin normal maintenance activities at 6:00 a.m. on a daily basis, seven days a week including Saturdays and Sundays.

It is recommended that the proposed amendment be approved on first reading. Staff notes that amendments to the Village Code of Ordinance are not reviewed by any advisory body prior to submission to Council for action.



**Exhibit "A"**  
**Letters in Support of Proposed Code Amendment**

11/18/2008 11:31 FAX 561 753 2439  
NOV-18-2008 11:26 From:WADE R BYRD PA

VILL OF WELLINGTON PZB  
5618329066

To:7532439

002  
Page:2/3

LAW OFFICES

**WADE R. BYRD, P.A.**

350 ROYAL PALMWAY, SUITE 409  
PALM BEACH, FLORIDA 33480  
TELEPHONE (561) 832-6929  
TELEFAX (561) 832-9068

WADE R. BYRD, P.A.  
MICHAEL BYRD ELLIS \*  
\* MEMBER OF NEW YORK AND FLORIDA BAR

HARRY W. STEWART, JR.  
(1907-1988)

November 18, 2008

Ms. Rose Taliau  
Chief Code Enforcement Officer  
Village of Wellington  
12794 W. Forest Hill Boulevard, Suite 10  
Wellington, FL 33414

Re: Amendment to Village of Wellington Ordinance  
to Allow Earlier Starting Time for Golf Course

Dear Ms. Taliau:

On behalf of the Wanderers Club, 1900 Arco Club Drive, Wellington, Florida 33414, we hereby request that the applicable Ordinances in the Village of Wellington be immediately amended as to starting time for golf course operations.

In order to properly prepare the golf course for play commencing at 7:00 a.m. and to protect the golf course workers in their ability to get ahead and stay ahead of golfers in preparing the course for daily play, we hereby request that we be allowed to leave the maintenance area at 6:00 a.m. each day. Such time would allow us to properly prepare the course for play commencing at a 7:00 a.m. tee time. This earlier time allows our golf course workers to stay ahead of the golfers which is a safety concern for us, as well as preparing the tees, greens, driving range and one fairway for play.

Machinery such as blowers will not be used by us until after 7:00 a.m. Also, our practice of keeping the noise level to a minimum in and around the maintenance area will be continued.

11/18/2008 11:31 FAX 561 753 2439

VILL OF WELLINGTON PZB

003

\*NOV-18-2008 11:26 From:WADE R BYRD PA

5618329066

To:7532439

Page:3/3

Please let us know if we can furnish any additional or further information in order to get our request before the Village Council.

With appreciation,

Very truly yours,

  
WADE R. BYRD

WR:fwf

cc: Mr. John Goodman  
Mr. Jim Campitelli  
Mr. John Wash  
Mr. Marty Hodgkins



400 Bink's Forest Dr.  
Wellington, Florida 33414  
Telephone 561-333-5731  
Fax 561-333-5732

November 18, 2008

Mr. Marty Hodgkins, AICP  
Director Planning, Zoning and Building  
12794 Forest Hill Blvd., Suite 23  
Wellington, FL 33414

Re: Amendment to Village of Wellington ordinance to allow earlier starting time for golf courses

Dear Mr. Hodgkins,

On behalf of Bink's Forest Golf Club, 400 Bink's Forest Drive, Wellington, Florida 33414, we hereby request that the Village of Wellington ordinances applicable to golf course operation starting times be immediately amended.

Aquila Bink's Forest Development, LLC acquired Bink's Forest Golf Club in May 2007. Prior to that date, the course sat idle and unkempt, as the community's largest eyesore. With vision from Aquila, the Village government and the community at large, new life has been breathed into Bink's Forest Golf Club. Very shortly, Bink's Forest Golf Club will open the doors to a completely renovated clubhouse, thus restoring one of the community's best assets. However, as you know, the economy is going through one of its worst periods in history. In order to make the entire project successful, including the golf and banquet operations, the ownership needs to maximize revenue and manage costs according to best business practices. The successful operation of this facility on all levels is paramount to the sustainability of this property for years to come.

On the golf side, it is important that we meet the demand for early tee times by starting at 7:00 A.M. This will improve our revenue and help manage operations during these difficult economic times. We believe it is necessary for the maintenance staff to begin their work at 6:00 A.M. each day so that the course can be playable by 7:00 A.M. Not only is this necessary to provide acceptable playing conditions, it also protects maintenance staff by allowing them to stay ahead of play while preparing greens, tees, fairways, and bunkers. Machinery such as blowers will not be used by Bink's Forest Golf Club until after 7:00 A.M.

Please let us know if we can provide any additional information.

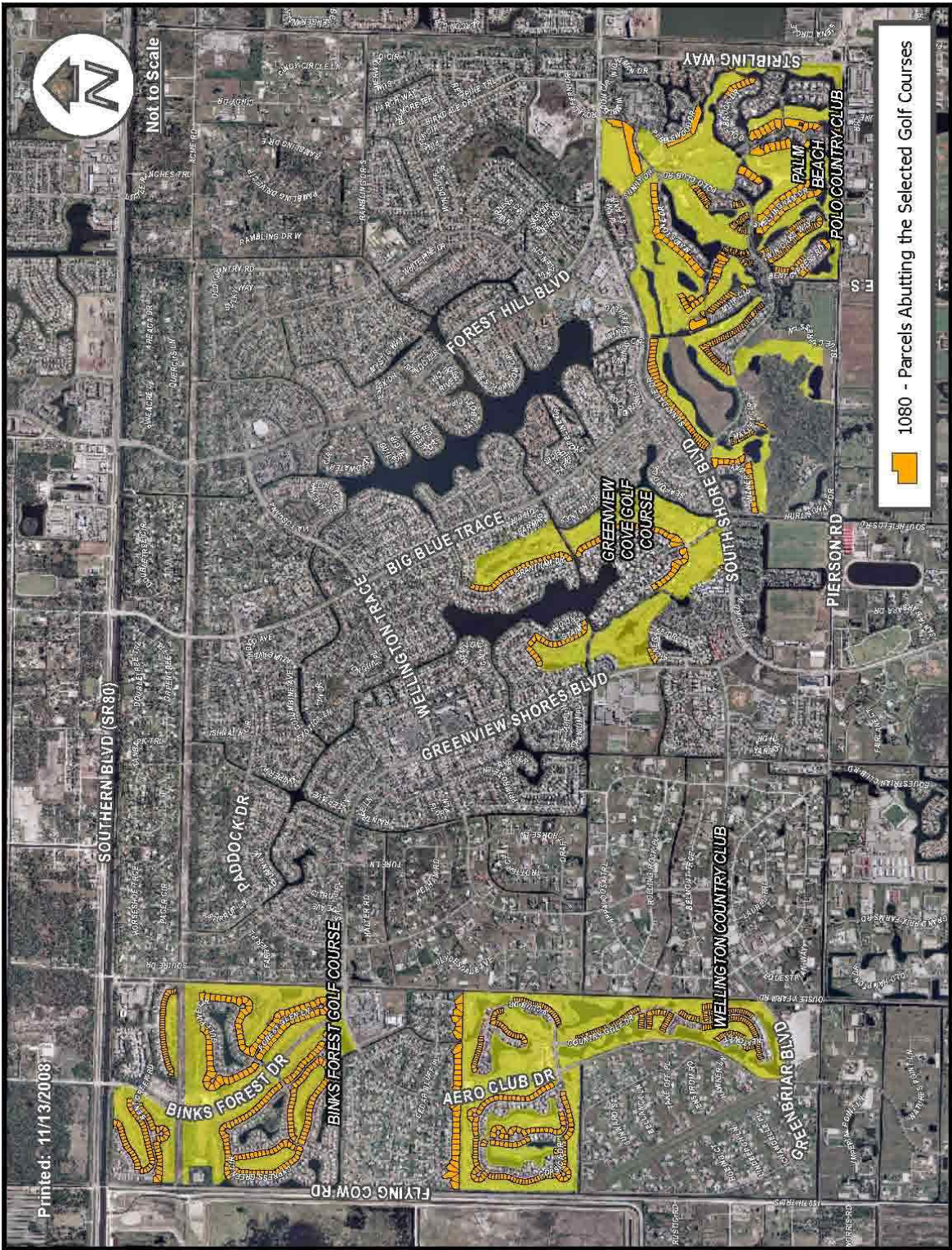
Sincerely,

Patrick Toomey  
On behalf of Aquila Bink's Forest Development, LLC

CC:  
Jordan Paul  
Thomas Weber  
Terry Strongin



Exhibit “B”  
Single Family Homes Abutting Golf Courses



**Exhibit "C"**  
**Proposed Amendment to Noise Standards –**  
**Partial Exemption for Golf Courses**

**ORDINANCE NO. 2009-01**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO NOISE STANDARDS; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA BY AMENDING CHAPTER 36, "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III, "NOISE STANDARDS"; SEC. 36-32, "EXEMPTIONS" TO INCLUDE USE OF EQUIPMENT ASSOCIATED WITH NORMAL MAINTENANCE OF GOLF COURSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this Ordinance is enacted pursuant to Article VIII of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Village of Wellington, and the police powers of the Village; and

**WHEREAS**, the Village Council has determined that sound emitted from the operation of equipment for maintenance of golf courses is an activity that is customarily associated with operation of public or private courses; and

**WHEREAS**, the Village Council finds that the use of maintenance equipment may occur earlier than 7:00 a.m., based upon the use characteristics of golf courses, as many golf courses establish 7:00 a.m. as the earliest tee time and greens and fairways are subject to maintenance prior to that time;

**WHEREAS**, the Village Council acknowledges that early operation of maintenance equipment may have some adverse impact on residents on property surrounding a golf course;

**WHEREAS**, the Village Council finds that allowing golf courses to begin maintenance activities represents a reasonable use of golf course property.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:**

**SECTION 1:** Chapter 36, "Offenses and Miscellaneous Provisions", Article III, "Noise Standards", Sec. 36-32: "Exemptions", of the Code of Ordinances is hereby amended to read as follows:

**CHAPTER 36. OFFENSES AND MISCELLANEOUS PROVISIONS AND**

### ARTICLE III. NOISE STANDARDS.

#### Sec. 36-30. Purpose and intent.

The purpose and intent of this article is to eliminate and regulate sources and occurrences of noise, that interfere with the peaceful enjoyment of land or which are contrary to the public health, safety or welfare or constitute a nuisance to the public at-large.

#### Sec. 36-31. Applicability.

This article shall apply to all property within the Village of Wellington unless specifically exempted pursuant to section 36-32.

#### Sec. 36-32. Exemptions.

The following shall be exempted from the standards of this section:

- (1) Sound emitted from the operation of motor vehicles legally operating on any public right-of-way, which are regulated by Chapter 316, F.S, The Uniform Traffic Control Law.
- (2) Any noise generated by activities to the extent such activities are preempted by applicable state or federal laws or regulations.
- (3) Any noise generated as a result of emergency work, as a danger-warning device, or for the purpose of alerting persons to the existence of any emergency.
- (4) Any noise generated by any government sanctioned activity conducted on public land.
- (5) Any noise generated within any public right-of-way, including parades, when appropriately sanctioned by the governing body.
- (6) Non-amplified crowd noises at sporting events.
- (7) Sound emitted from the operation of equipment associated with maintenance of public or private golf courses when the equipment is utilized in the normal operation and operating hours of a golf course, provided the equipment cannot be used prior to 6:00 a.m.

#### Sec. 36-33. Specific prohibitions.

The following activities shall be prohibited:

- (1) *Horns, signaling devices.* The sounding of any horn or audible signal device of any motor vehicle, boat, train, engine, machine or stationary boiler of any kind except as required by law or as a warning. The sounding of any warning device for an unnecessary or unreasonable period of time is also prohibited.
- (2) *Public streets and parks.* The operating or playing of any radio, television, phonograph, musical instrument or similar device on the public rights-of-way or in public parks in a manner as to be plainly audible at a distance of 100 feet from the sound source at any time.
- (3) *Loud speakers and sound amplifiers.* The using or operating of any loud speaker, loud speaker system, sound amplifier, radio, television, phonograph, musical instrument or other similar device within or adjacent to inhabited residential land such that the sound therefrom is plainly audible across the property line of the inhabited residential land at any time. This section shall not apply to any special events, such as parades, festivals or sporting events, but shall apply to lounges, restaurants, or nightclubs.
- (4) *Street sales advertising.* The use or operation of any loudspeaker, sound amplifier or musical instrument which produces or reproduces sound which is cast or emitted upon the



public streets and sidewalks for the purpose of commercial advertising or for attracting the attention of the public to any particular building, structure or place when such sound that is emitted is plainly audible across the land line of any inhabited residential land.

(5) *Machinery and construction work.* The operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work which emits sound across the land line of an inhabited residential land between the hours of 10:00 p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of a building or structure is prohibited anytime on Sunday. This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day.

(6) *Lawn equipment.* The operation of lawn and garden equipment that emits sound across a property line to inhabited residential land except between the hours of 7:00 a.m. and 10:00 p.m. daily and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays.

#### **Sec. 36-34. General prohibitions.**

No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table A for inhabited residential and commercial land more than ten percent of any measurement period, which period shall not be less than ten minutes when measured at or within the boundary of the complaining landowner. For the purpose of this section, inhabited shall mean regularly occupied by the complainant and occupied at the time of complaint. Sound level measurement shall be made with a Type 2 or equivalent sound level meter using the A-weighting scale in accordance with the standards of the American National Standards Institute (ANSI). All measurements shall be made with a sound meter at or within the boundary of the complaining landowner.

**Table A**  
**Prohibited Sound Levels**

<b>Receiving Land</b>	<b>Noise Source</b>	<b>Time of Day</b>	<b>Sound Level Limit</b>
Residential	Fixed mechanical equipment	Any time 7:00 a.m. to 8:00 p.m.	60 dBA 60 dBA
Residential	All other sources	8:00 p.m. to 11:00 p.m. 11:00 p.m. to 7:00 a.m.	55 dBA 50 dBA
Commercial	All sources	Any time	70 dBA

**SECTION 2.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause or phrase of any prior Village Ordinance, Resolution, or municipal Code provision, then in that event the provisions of this Ordinance shall prevail to the extent of such conflict.

**SECTION 3.** Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

**SECTION 4.** The provisions of this Ordinance shall become effective immediately upon passage on second final reading.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2009, upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2009, on second and final reading.

**VILLAGE OF WELLINGTON**

	<b>FOR</b>	<b>AGAINST</b>
BY: _____ Darell Bowen, Mayor	_____	_____
_____ Dr. Carmine A. Priore, Vice Mayor	_____	_____
_____ Lizbeth Benacquisto, Councilmember	_____	_____
_____ Matt Willhite, Councilmember	_____	_____
_____ Howard K. Coates, Jr., Councilman	_____	_____

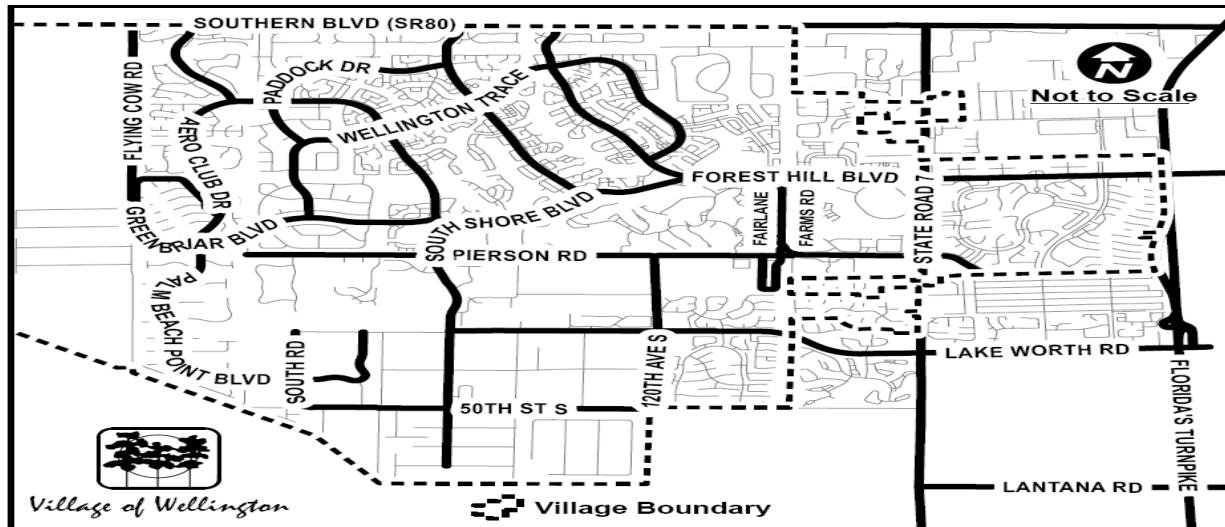
**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney





**NOTICE OF PUBLIC HEARING  
VILLAGE OF WELLINGTON  
VILLAGE COUNCIL**

NOTICE IS HEREBY GIVEN that public hearings will be held on the below listed Ordinance:

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO NOISE STANDARDS; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA BY AMENDING CHAPTER 36, "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III, "NOISE STANDARDS"; SEC. 36-32, "EXEMPTIONS" TO INCLUDE USE OF EQUIPMENT ASSOCIATED WITH NORMAL MAINTENANCE OF A GOLF COURSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Said public hearing will be held as follows:

**VILLAGE COUNCIL**

**Location: Council Chambers  
12165 W. Forest Hill Boulevard, Wellington, Fl. 33414**

**Date: June 9, 2009 FIRST READING**

**June 23, 2009 SECOND READING**

The meetings will be held at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary.

All interested parties are invited to attend and be heard with respect to the proposed resolutions. Copies of all documents pertaining to the proposed resolutions are available in the Planning and Zoning Department at the address listed below and can be reviewed by the public on weekdays between the hours of 8:00 a.m. and 5:00 p.m.

**Planning and Zoning Department**

**12794 West Forest Hill Boulevard**

**Wellington, Florida, 33414**

**(561) 753-2430**

**Appeals:** If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Village of Wellington Land Development Regulations.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Village Manager's Office at (561) 791-4000 at least five calendar days prior to the Hearing.

**DATED:** May 27, 2009

**PUBLISH:** The Post  
May 29, 2009

**Note to Publisher:** Pursuant to Florida Statutes, the required advertisement shall be no less than 2 columns wide by ten inches long, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement **shall not** be placed in that portion of the newspaper where legal notices and classified advertisements appear.

8. A

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** ORDINANCE 2009-11 CODE OF ETHICS AMENDMENT

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA RELATING TO ETHICS AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "OFFICERS AND EMPLOYEES", DIVISION 2, "CODE OF ETHICS" OF THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, PROVIDING A SAVINGS CLAUSE, PROVIDING A CONFLICTS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☒ No ☐

**FIRST READING** ☐

**SECOND READING** ☒

**REQUEST:** Approval of Ordinance 2009-11 to make Village limits on value of gifts that can be accepted consistent with state law.

**EXPLANATION:** The Village adopted a Code of Ethics in 1996 that contained a limitation on the value of what can be accepted as a gift from any advocate partners, employers, or principal of the advocate who appeared before the council, board, advisory body, commission or department within the preceding 12 months of \$50.00.

There has been no change to that amount since its adoption 13 years ago and it's not consistent with State law, which provides a minimum limit of \$100.00 for the receipt of such gifts. This lends to confusion among those required to comply with both law or compliance requirements.

The proposed amendment would make the Village ordinance consistent with state law and simplify the reporting requirements.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends passage of Ordinance 2009-11 following Second reading.

**ORDINANCE NO. 2009-11**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA RELATING TO ETHICS AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "OFFICERS AND EMPLOYEES", DIVISION 2, "CODE OF ETHICS" OF THE CODE OF ORDINANCES OF THE VILLAGE OF WELLINGTON, PROVIDING A SAVINGS CLAUSE, PROVIDING A CONFLICTS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in 1996, the Village adopted a \$50.00 limit on the value of a gift that can be accepted from an advocate or principal who appeared before the Council, Board, Advisory Body, Commissioners or Departments within the previous 12 months; and

**WHEREAS**, that limit has not been increased in 13 years since its adoption and the State law allows gifts from such persons or entities to be \$100.00; and

**WHEREAS**, the differing amounts between the Village and State limits creates confusion among those who are charged with complying with both laws; and

**WHEREAS**, the Village Council deserves to make compliance with ethics laws more simple and straight forward.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:**

**SECTION 1:** The above recitals are true and correct.

**SECTION 2:** Chapter 2 "Administration" Article III "Officers and Employees" Division 2 "Code of Ethics" of the Code of Ordinances of the Village of Wellington is hereby amended to read as follows:

**DIVISION 2. CODE OF ETHICS\***

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**\*Charter references:** Violation of code of ethics by councilmember, §5(G)(2)(d); establishment of code of ethics, § 12(B).

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**Sec. 2-96. Intent of Division.**

It is the intent of this division to establish guidelines for ethical standards of conduct for all Village officials and employees, to set forth those acts or actions that conflict with the best interests of the Village and conflict with or are incompatible with the proper discharge of duties and required independence of judgment and to direct disclosure by such officials and employees of private financial or personal interests in matters affecting the Village.

(Ord. No. 96-21, § 2, 10-29-06)

**Sec. 2-98. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Agency* means any local or municipal governmental entity, any department, division, bureau, commission, authority, council, board or any advisory body.

*Village official or employee* means an elected official, officer or employee of the Village, whether paid or unpaid, excluding members of any administrative board or advisory body.

(Ord. No. 96-21 § 3, 10-29-06)

**Cross references:** Definitions generally, § 1-2.

**Sec. 2-99. Prohibited acts or conduct.**

(a) *Solicitation and acceptance of gifts.* Solicitation and acceptance of gifts shall be regulated as follows:

- (1) Village officials and employees are prohibited from soliciting or accepting anything of value, such as a gift, a loan, a reward, a promise of future employment, a favor or a service that is based on an understanding that their vote, official action or judgment would be influenced by such gift.
- (2) Village officials and employees are prohibited from soliciting any gift, food or beverage for their own benefit from a political committee, a committee of continuous existence, any advocate who appeared before their council, board, advisory body, commission or department, as the case may be, within the past 12 months, or the partner, firm or employer or principal of such advocate.
- (3) Village officials and employees are prohibited from directly or indirectly accepting a gift worth over ~~\$50.00~~ \$100.00 from such an advocate described in subsection (a)(2) of this section, from a partner, firm, employer or principal of the advocate, or from a political committee or committee of continuous existence.

(b) *Unauthorized compensation.* Village officials and employees and members of their immediate household are prohibited from accepting any compensation,

payment or thing of value when they know or, with the exercise of reasonable care, should know that it is given to influence a vote or other official action.

- (c) *Solicitation or acceptance of honoraria.* Solicitation or acceptance of honoraria shall be regulated as follows:
  - (1) Village officials and employees are prohibited from soliciting an honorarium which is related to their public offices or duties.
  - (2) Village officials and employees are prohibited from knowingly accepting an honorarium. However, they may accept the payment of expenses related to an honorarium event, provided that the expenses are disclosed.
  - (3) If the Village official or employee knows the amount of the expenses before the event, he must disclose the amount and type of expenses prior to the event.

(Ord. No. 96-21 § 4, 10-29-06)

**State law references:** Receipt of gifts, F.S. § 112.3148; solicitation and disclosure of honoraria, F.S. § 112.3149.

**Sec. 2-100. Prohibited employment and business relationships.**

- (a) *Doing business with one's agency.* Village officials and employees are prohibited from purchasing; renting or leasing any realty, goods or services for their agency from a business entity in which they own more than five percent interest. Village officials and employees, acting in a private capacity, are prohibited from renting, leasing, or selling any realty, goods, or services to their own agency.
- (b) *Exemptions.* The prohibitions against doing business with one's agency and having conflicting employment shall not apply:
  - (1) When the business is rotated among all qualified suppliers in the Village;
  - (2) When the business is awarded by sealed, competitive bidding and the Village official or employee, or his relative, has not attempted to persuade agency personnel to enter the contract; or
  - (3) When the aggregate of any such transactions does not exceed \$100.00 in a calendar year.
- (c) *Lobbying by former Village officers and employees.* Village officials and employees hired after October 29, 1996, are prohibited from representing

another person or entity for compensation before the Village for three years following vacation of office or termination of employment with the Village. No former Village officer or employee shall be held in violation of this section if the officer or employee maintains a relationship with an entity which is a tax-exempt organization under section 501(c) of the Internal Revenue Code and where the officer or employee receives no compensation.

(Ord. No. 96-21 § 5, 10-29-06)

**Sec. 2-101. Reserved.**

**Editor's note:** Section 1 of Ord. No. 99-09, adopted May 11, 1999, repealed § 2-101 in its entirety. Formerly, § 2-101 pertained to the ethics board and derived from § 6 of Ord. No. 96-21, adopted Oct. 29, 1996.

**Sec. 2-102. Enforcement of division.**

The Village Council shall have the primary responsibility for enforcement of this division. The Village Council shall have the power to investigate any complaint, to initiate any suit and to prosecute any criminal or civil action on behalf of the Village for violation of this division or any applicable civil or criminal law concerning conduct of Village officials and employees.

(Ord. No. 96-21 § 7(A), 10-29-06)

**Secs. 2-103--2-125. Reserved.**

**SECTION 3:** All Ordinances or part of Ordinances in conflict be and the same are hereby repealed.

**SECTION 4:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 5:** This Ordinance shall become effective immediately upon adoption of the Village Council of the Village of Wellington following second reading.

**PASSED** this \_\_\_\_ day of May, 2009, upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2009, on second and final reading.

**VILLAGE OF WELLINGTON**

	<b>AGAINST</b>	<b>FOR</b>
BY: _____ Darell Bowen, Mayor	_____	_____
_____ Dr. Carmine A. Priore, Vice Mayor	_____	_____
_____ Lizbeth Benacquisto, Councilwoman	_____	_____
_____ Matt Willhite, Councilman	_____	_____
_____ Howard K. Coates, Jr., Councilman	_____	_____

**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney



8. B

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** RESOLUTION R2009-35 (CODE OF ETHICS POLICY AND EMPLOYEE ETHICS COMMITTEE)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, REVISING THE VILLAGE'S EMPLOYEE MANUAL BY REPEALING THE CODE OF ETHICS SUBSECTION AND ADOPTING A NEW CODE OF ETHICS SUBSECTION, CREATING AN EMPLOYEE ETHICS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** To implement an updated Ethics Policy and institute an Employee Ethics Committee.

**EXPLANATION:** The attached Ethics Policy revises the policy currently in the Employee Manual and includes changes specifically related to gifts. Additionally, the Employee Ethics Committee will be instituted to provide an advisory opinion when there is doubt related to the applicability of the Ethics Policy to a particular situation.

Resolution R2009-35 provides for the adoption of employee-related policy revisions such as those included in the Employee Manual and hereafter grants the Village Manager the authority to create or amend such policies as may be needed from time to time.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends approval of the revised Ethics Policy and the approval of the Employee Ethics Committee. Additionally, staff recommends the Village Manager is granted the authority to implement and amend policies, such as those found in the Employee Manual as needed.

**RESOLUTION NO. R2009-35**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, REVISING THE VILLAGE'S EMPLOYEE MANUAL BY REPEALING THE CODE OF ETHICS SUBSECTION AND ADOPTING A NEW CODE OF ETHICS SUBSECTION, CREATING AN EMPLOYEE ETHICS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village Manager recommends revisions to the Employee Manual's Code of Ethics provision including the creation of an Employee Ethics Committee from which employees could seek advice and counsel; and

**WHEREAS**, such revised Code of Ethics and Employee Ethics Committee provisions have been drafted and are attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON**, that:

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true and correct.

**SECTION 2.** The Village Council repeals the existing Code of Ethics subsection of Section III Employment Policies of the Village of Wellington Employee Manual and adopts new subsection "Code of Ethics" and "Employee Ethics Committee" to be included in Section III Employment Policies of the Village of Wellington Employee Manual as such subsections are set forth in Exhibit "A" hereto.

**SECTION 3.** The Village Manager is authorized and directed to establish procedures and practices to implement these policies, which includes the use of manuals, memoranda, forms, applications, posters, bulletins, advertisements.

**SECTION 4.** A copy of these policies and all implementing procedures shall be maintained in the Village Clerk's Office.

**SECTION 5.** In the event of the amendment of any ordinance, rule, or law incorporated in these policies or upon which these provisions rely, these policies shall be deemed amended in conformance with those changes.

**SECTION 6.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of June, 2009.

**ATTEST:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

By: \_\_\_\_\_  
Darell Bowen, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney

## Code of Ethics

Employment with the Village of Wellington requires all employees to conduct themselves with integrity at all times; keeping in mind they are responsible to the citizens of Wellington. Employment with the Village subject to the requirements and guidelines of Chapter 112, Florida Statutes, and the guidelines for external standards and conduct found within Provision 2 of Article 3 Officers and Employees of Chapter Two "Administration" of the Village Code of Ordinances "Code of Ethics" of the Village of Wellington. These guidelines set forth general standards of conduct for public employees.

***For our Employees...***

The Village is committed to honesty, fairness, and providing a safe and healthy working environment that respects the dignity of every staff member.

***For our Clients and Community...***

The Village is committed to providing excellent and uncompromising service while providing information that is accurate, completely objective, relevant, timely and understandable.

***For our Suppliers and Partners...***

The Village is committed to transparency and openness that protects and ensures the proper use of Village assets.

***In all our transactions...***

The Village promises strict adherence with applicable government laws, rules and regulations, avoiding impropriety or the appearance of impropriety in the performance of duties. Compliance with the law does not compromise our entire ethical responsibility; rather it defines our minimal standard.

Avoiding a violation of the Code of Ethics requires that employees consider how an outside observer would view the situation; if it appears that the employee used their public position for private benefit or for the benefit of a friend or relative; or if it appears that the employee, a friend, or relative received special treatment from the Village as a result of the employee's employment with the Village, the image of the employer and the Village are tarnished. Therefore Village employees:

1. May not accept or solicit anything of value for their personal benefit from anyone who has business with or may be regulated by the Village of Wellington. This provision does not apply to gifts from or too fellow employees or officials of the Village of Wellington or relatives of the employee.
2. Are restricted from having other business relationships with the Village. No purchasing employee, or any employee who can authorize purchases or disbursements, may obtain goods or services for the Village from any company in which the employee or a relative of the employee has an interest. No employee may sell goods or services to the Village from a business entity in which they own more

than 5% interest. Village employees and officials, acting in a private capacity, are prohibited from renting, leasing, or selling any realty, goods, or services to their own agency.

3. May not use or attempt to use their official position to secure a special privilege or benefit for themselves or others.
4. May not have a contractual relationship with a company that is regulated by the Village or with a company that does business with the Village.
5. May not have an employment or contractual relationship that may create a continuing or frequently recurring conflict between their private interests and the performance of their public duties.
6. May not disclose or use information not available to members of the general public, and gained by reason of their employment, for their personal benefit or for the personal benefit of any other person or business entity.
7. Are prohibited from soliciting or knowingly accepting an honorarium. However, an employee may accept the payment of expenses related to an honorarium event provided that the expenses are disclosed.
8. Are required to file a "Statement of Financial Interest" if they fall within the categories of "state officers," "local officers/employees," "specified state employees," as well as candidates for elective local office.

This policy does not prohibit the employee from accepting a meal, food, or beverage paid by an individual when the meal is consumed in the presence of the payer and the value of the meal is less than \$50.00.

Employees should contact a member of Senior Management or a member of the Human Resources staff if they have any doubts or questions concerning the Code of Ethics. No reprisals will come from reporting suspected ethics violations unless it is determined the report was done in bad faith or maliciously. Employees found to have violated the Code of Ethics will be subject to disciplinary action, up to and including termination.

**Employee Ethics Committee**

The Village recognizes the need for its employees to be responsible to the citizens of Wellington and as such, employees must understand that employment shall not be used for personal gain or advantage. Additionally, the public must have confidence in the integrity of the Village's workforce. As such, the Village has implemented an Employee Ethics Committee to ensure the honesty and integrity of its employees. The Ethics Committee shall consist of members who will serve without additional compensation. Membership shall consist of 7 members to include the following:

- Assistant Village Managers (2)
- Risk Manager
- District 8 Commander
- Employee Representatives (3) – randomly selected from a pool of full- time regular employees classified in positions assigned to pay grade 130 or below

**Committee Membership**

- Employee Representatives will serve a term not to exceed one year
- The Deputy Village Clerk will serve as the Committee Secretary but shall not vote
- The Village Attorney shall furnish the Ethics Committee whatever legal assistance is necessary in the carrying out of its functions but who shall not vote
- A Chairperson will be selected from the pool of the entire committee
- The Chairperson will be elected by vote of all Committee members

When a Village employee has a doubt as to the applicability of a provision of this policy to a particular situation in which he/she may become involved or needs clarification of any terms used in the Village's Ethics Policy or ordinances or State statute, he/she may apply to the Ethics Committee for an advisory opinion and be guided by that opinion when given. The applicant shall have the opportunity to present his/her interpretation of the facts at issue and of the applicable provision(s) and/or terms to be clarified before such advisory decision is made. It is a prima facie evidence of intent to comply with this section when a person refers a matter to the Ethics Committee and abides by the advisory opinion.

The Ethics Committee may make recommendations with respect to amendments to the provisions of the Employee Ethics Committee or the Village's Ethics Policy at any time and for any reason.

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